



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

April 21, 2025

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE – Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

CALL TO ORDER

FLAG SALUTE – Mayor Pro Tem Pearce

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation declaring April as National Donate Life Month.

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

2. Administration - Approval - Minutes from the April 14, 2025, Council Meeting.
3. Administration - Approval – Award the Request for Proposals (RFP) and approve the purchase of Cisco Network Hardware to AMS.NET for \$81,278.02 plus shipping.

- [4.](#) Administration – Approval – Res 25-____, Approving an application to the California State Department of Housing and Community Development for funding in the amount of \$500,000 under the HOME Program for First-Time Homebuyer (FTHB) Program Activity; and Authorizing the City Manager, or designee, to sign the application, execute the Standard Agreement, any Amendments, and any related documents thereto, if selected for funding, as may be necessary to participate in the HOME Program as identified in the HOME Investment Partnerships Program (HOME) 2024 Notice of Funding Availability (NOFA) dated December 30, 2024.
- [5.](#) Administration - Approval - Res. 25-____, Establishing Governing Criteria for the Measure Y Oversight Committee.
- [6.](#) Fire – Approval – Res. 25-____, Amending the 2024-2025 FY Fire Department Budget to reflect the \$31,000 awarded in 2024 State Homeland Security Grant Program (SHSGP) to fund Fire Department radio equipment.
- [7.](#) General Services – Approval – Res. 25-____, Amending the City’s FY 2024-2025 Position Allocation Plan by adding one (1) Senior Management Analyst Position and removing one (1) Management Analyst Position within the Police Department.
- [8.](#) General Services – Authorize the City Manager to Approve hiring a Staff Analyst, currently vacant, in the Police Department at Step 5 of the Salary Range with an Effective Date of May 1, 2025.
- [9.](#) Planning and Development Services – Approval – Final Acceptance for CIP 23-14 Sierra Vista Sidewalk Improvement for a final contract cost of \$772,410.14.
- [10.](#) Planning and Development Services – Approval – Final Acceptance for CIP 21-21 Sunnyside Avenue Street Improvements for a final contract cost of \$1,845,372.22.
- [11.](#) Police - Approval - Res. 25-____, Authorizing the Police Chief to execute the 2024-2025 Department of Justice Tobacco Grant Agreement and amend the Police Department budget to reflect the award of \$84,500.00.
- [12.](#) Public Utilities – Approval – Preliminary Engineer’s Report; and Approval – Res. 25-____, a Resolution Declaring the City’s Intention to Levy and Collect the Annual Assessments for Landscape Maintenance District No. 1.

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

- [13.](#) Consider Approval – Award Recycling and Organic Material Collection, Processing, and Marketing Services Agreement to Mid Valley Disposal, and Authorize the City Manager to Execute the Agreement on Behalf of the City.

Staff: Glenn Eastes, Assistant Public Utilities Director

Recommendation: Approve

- [14.](#) Provide Direction – 2025/26 Budget Priorities – Measure Y Session #2.

Staff: Andrew Haussler, City Manager

Recommendation: Provide Direction

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

15. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: Desiree Martinez v. City of Clovis, et al., Case No. 19CECG03855
16. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Andy Haussler, Paul Armendariz, Amy Hance, Scott Cross
Employee organization: All bargaining units

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

May 5, 2025
May 12, 2025
May 19, 2025

CITY of CLOVIS

Proclamation

Declaring April 2025 as National Donate Life Month

WHEREAS, more than 20,000 individuals in California that are currently on the national organ transplant waiting list, and 22 patients die each day due to the shortage of donated organs; and

WHEREAS, Donor Network West serves as the federally designated Organ Procurement Organization in Northern/Central California and Northern Nevada and works in close partnership with families, doctors, nurses, and coroners in hospitals to connect donors to recipients; and

WHEREAS, organ and tissue are life-giving acts recognized worldwide as expressions of compassion to those in need that save thousands of lives each year. The need for donated organs is especially urgent in Asian, Hispanic and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others. The spirit of giving and decision to donate are not restricted by age or medical condition; and

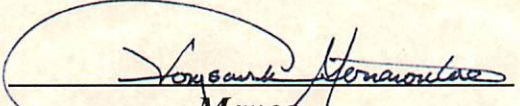
WHEREAS, over nineteen million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored. California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does hereby declare April 2025, as

National Donate Life Month

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 21st day of April 2025.




Mayor

CLOVIS CITY COUNCIL MEETING

April 14, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:01**
Flag Salute led by Councilmember Bessinger

Roll Call: Present: Councilmembers Ashbeck, Basgall, Bessinger, Mayor Pro Tem Pearce
Mayor Mouanoutoua

PUBLIC COMMENTS – 6:02

Steven Trevino, resident, spoke about the recent death of Agamjodh Singh Cheema and urged improvements to bike and pedestrian safety along Bullard Avenue.

Dr. Jeni-Ann Kren, resident, addressed traffic safety concerns following a second fatality in the area and emphasized the dangers of speeding and distracted driving.

Joann Franks, resident, spoke about ongoing traffic safety issues, particularly at the intersection of Peach and Nees.

Sue Sturgill, resident, thanked Mayor Pro Tem Pearce for removing certain books from the children's library and asked whether Clovis is a Sanctuary City.

Daniella Torres, a Senior at Clovis West, thanked Council for the opportunity to attend and shared her experience as the President of the Latino Student Success Club.

Shelly Barnett Cash, resident, expressed concerns about speeding on Sierra Avenue and requested action to prevent future accidents.

Mayor Mouanoutoua acknowledged for the record several written correspondences submitted as public comment.

CONSENT CALENDAR – 6:12

Brian Wilson, a resident, spoke on Consent Calendar Item #3, requested more information regarding the audit and public disclosure requirements.

Eric Rollins, a resident, addressed Consent Calendar Item #4, seeking clarification on a proposed \$181,578.50 expenditure, and wanted more detail beyond referencing the purchase of 32 mobile data computers.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

1. Administration - Approval - Minutes from the April 7, 2025, Council Meeting.

2. Administration - Adopt - Ord. 25-05, Amending Section 10.3.03 of Chapter 10.3 of Title 10 of the Clovis Municipal Code Relating to the City Prohibited Acts in City Parks Regarding Dogs in Posted off-leash Areas. (Vote: 5-0)
3. Administration - Adopt - Ord. 25-06, Adding Section 3.3.703 to Article 7 of Chapter 3.3 of Title 3 of the Clovis Municipal Code pertaining to the Creation of a Measure Y Oversight Committee. (Vote: 5-0)
4. Administration – Approval – Award the Request for Proposals and approve the purchase of thirty-two (32) Mobile Data Computers to Ingram Technologies, LLC, for \$181,578.50.
5. Finance – Receive and File – Investment Report for the Month of September 2024.
6. Finance – Receive and File – Treasurer’s Report for the Month of September 2024.
7. Finance – Receive and File – Investment Report for the Month of October 2024.
8. Finance – Receive and File – Treasurer’s Report for the Month of October 2024.
9. General Services – Approval – **Res. 25-30**, Authorizing the Execution of the Certificates and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) and Submittal of One (1) Project for Fiscal Year 2024-2025.
10. General Services – Approval – **Res. 25-31**, Approving and Setting Forth Allocation Requirements of Fresno Council of Governments for the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP).
11. General Services – Approval – **Res. 25-32**, Adopting the FY 2025-26 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget (OPB) for Round Up Transit Services.
12. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Frank Hines.
13. Planning and Development Services – Approval – Final Acceptance for CIP 24-13 New Bus Stops B1, for a final contract cost of \$222,652.08.

ADMINISTRATIVE ITEMS – 6:18

6:18 ITEM 14 - Consider – Update on Creation of a Historic Preservation Board and Historic District and Provide Direction.

Shelly Barnett, resident, expressed support for preserving Clovis.

Brad Avery, resident, raised concerns about infrastructure issues like water pressure and sewer problems related to SB9 and new developments.

Brittany Darnell, resident, shared her experience with the challenging building process and expressed concerns about a historic district oversight could make it worse.

Julie Andrews, resident, questioned the criteria for historic district and asked whether the district would be based on historical significance or architectural integrity.

Sam Lucido, resident, emphasized his long history of development in Clovis and suggested that existing plans already provide adequate guidance without the need for a new committee or district.

Cora Shipley with the Business Organization of Old Town (B.O.O.T.) noted previous preliminary discussions on a historical committee and voiced concern that SB9 could change Old Town Clovis permanently.

Sayre Miller with the Historic Preservation Committee highlighted the goal of preserving Clovis's iconic buildings, like the Carnegie Library.

Steven Trevino, resident, stressed the need to preserve Clovis's history while addressing conflicting needs for development and shopping.

Mike Murphy, resident, supported the historic district to prevent developments like fourplexes.

Greg Newman with the Clovis Chamber of Commerce supported Option Four, believing the City already has the necessary tools in place.

Adam Holt, resident, pointed out a divide between residential and commercial property owners and advocated for balanced development that doesn't discourage investment.

Scott Glenn, resident, addressed infrastructure strain and hopes future planning will support both preservation and neighborhood health.

The Council directed staff to engage further with the community to gather feedback, then return with ideas and options for how a historic district could be implemented both as part of the General Plan update and through potential interim steps.

CITY MANAGER COMMENTS – 7:46

City Manager Haussler announced several upcoming events, including the Fast and Furriest fundraiser for Miss Winkles Saturday, April 19, 2025, the Community Easter Luncheon on Sunday, April 20, 2025, at the Senior Center, and encouraged residents to participate in two interactive General Plan community workshops on Wednesday, May 8, 2025, and Thursday, May 28, 2025, with more information available on the City's website.

COUNCIL COMMENTS – 7:48

There was a consensus of the Council to direct staff to look into establishing Council term limits before the 2026 elections as well as to review the policies regarding mayoral protocols.

There was a consensus of the Council to bring back an ordinance for discussion regarding commercial copper wire theft, using the County and City of Fresno's ordinance as a reference.

There was a consensus of the Council to look into the status of local businesses and potential impacts on sales tax revenue before finalizing the budget.

CLOSED SESSION – 8:09

Upon call, there was no public comment.

ITEM 15 - GOVERNMENT CODE SECTION 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY: 3778 EAST BEHYMER, CLOVIS, CA 93619 AGENCY NEGOTIATORS: CITY MANAGER, CITY ATTORNEY, RYAN BURNETT NEGOTIATING PARTIES: BEHYMER/MINNEWAWA, LLC UNDER NEGOTIATION: PRICE AND TERMS

ITEM 16 - GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: ANDY HAUSSLER, AMY HANCE, SCOTT CROSS EMPLOYEE ORGANIZATION: ALL BARGAINING UNITS

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

No action taken.

ADJOURNMENT

Mayor Mouanoutoua adjourned the meeting of the Council to April 21, 2025.

Meeting adjourned: 8:55 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 21, 2025

SUBJECT: Administration - Approval – Award the Request for Proposals (RFP) and approve the purchase of Cisco Network Hardware to AMS.NET for \$81,278.02 plus shipping.

ATTACHMENTS: None.

RECOMMENDATION

For the City Council to approve the purchase of Cisco Network hardware and award the Request for Proposal to AMS.NET for \$81,278.02 plus shipping.

EXECUTIVE SUMMARY

Included in the 2024-2025 Budget are funds to replace Cisco Network Switches and other network devices that run most of the City's network and telecommunications services. This network equipment has been in operation for several years and has met its life expectancy.

Staff requested proposals and received nine (9) responses with AMS.NET submitting the lowest-cost, responsible proposal.

BACKGROUND

The city's current network infrastructure has been built out with network routers, switches and other components that provide network resiliency and connectivity to all city locations including the City Hall campus area, Fire Stations, Corporation Yard, Animal Services, Landfill, and others. This includes access from each site to city systems like the Finance System, email, internet, telecommunications services, and connections to other agencies. Typically, this network equipment has a six (6) to ten (10) year life expectancy.

To ensure the stability and reliability of the network, staff conducts an annual assessment to determine which network devices:

- Are no longer supported or have been categorized as end-of-life,
- Will have limited support options within the next 18-24 months,
- Or if any device is no longer able to keep up with current operations.

Staff then prioritizes those with the highest impact on operations for replacement with new network equipment that would best support city services over the next six plus years and allow for future growth.

In March 2025, staff went out with a Request for Proposals (RFP) for the replacement Cisco network hardware using the City's Online Bidding system. A total of nine (9) proposals were received. In an 'apples to apples' comparison of the proposals, the pricing (including tax) for the equipment and shipping was as follows:

VENDOR NAME	TOTAL
AMS.NET, LLC.	\$81,278.02
Axelliant LLC	\$88,035.92
Saitech Inc	\$88,182.60
BEARCloud Inc	\$95,935.59
Questivity, Inc	\$115,061.26
IT Devices Online, Inc.	\$121,703.01
accel bi corporation	\$124,500.71
Coquina Labs Inc.	\$137,093.27
TAILORBIRD VENTURES	\$162,914.24

Staff is recommending AMS.NET as they submitted the lowest-priced, responsible proposal. They are a certified Cisco 'Gold Integrator' Partner and have met all the requirements of RFP.

FISCAL IMPACT

The total cost for the Cisco network equipment is \$81,278.02 plus shipping. Funds have been allocated in the IT Division budget.

REASON FOR RECOMMENDATION

The current network switches have met their normal life expectancy and will no longer be supported by the vendor. Staff went out with an RFP for replacement Cisco Hardware and Axelliant LLC submitted the lowest-priced, responsible proposal.

ACTIONS FOLLOWING APPROVAL

Staff will order the network equipment; upon receipt, it will be installed and configured to run the City's network and telecommunications systems and services.

CONFLICT OF INTEREST

None.

Prepared by: Jesse Velez, I.T. Deputy Director

Reviewed by: City Manager *AH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 21, 2025

SUBJECT: Administration – Approval – Res 25-____, Approving an application to the California State Department of Housing and Community Development for funding in the amount of \$500,000 under the HOME Program for First-Time Homebuyer (FTHB) Program Activity; and Authorizing the City Manager, or designee, to sign the application, execute the Standard Agreement, any Amendments, and any related documents thereto, if selected for funding, as may be necessary to participate in the HOME Program as identified in the HOME Investment Partnerships Program (HOME) 2024 Notice of Funding Availability (NOFA) dated December 30, 2024.

ATTACHMENTS: 1. Resolution

RECOMMENDATION

For the City Council to authorize the submission of an application to the California State Department of Housing and Community Development (HCD) for funding under the HOME Investment Partnerships Program; and authorizing the City Manager, or his designee, to execute the Standard Agreement if selected for funding, any Amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program.

EXECUTIVE SUMMARY

On December 30, 2024, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) regarding the availability of funds under the HOME Investment Partnership (HOME) Program. HOME Program funds can be used for affordable housing activities for low-income households.

Staff proposes to submit an application for HOME Program in the amount of \$500,000 to provide downpayment assistance to eligible first-time homebuyers. Funds will be provided to assist up to 5 first-time low-income homebuyers. The Clovis City Council must pass authorizing legislation allowing the submission of an application for funding under the HOME Program.

BACKGROUND

The HOME Investment Partnerships Program (HOME) Program, is a federally funded program, as provided by the U.S. Department of Housing and Urban Development. Funds are provided to the State of California HCD to then award the funds through a competitive process to cities, such as the City of Clovis, and other eligible entities. HOME Program funds can be used for a variety of programs such as housing development, downpayment assistance, housing rehabilitation, or rental assistance.

Staff recommends the submittal of an application for downpayment assistance for low-income first-time homebuyers to help meet the needs of lower income households looking to become homeowners. The City is authorized to apply for up to \$500,000 in HOME Program funds. Of this amount, a total of \$487,500 is for downpayment assistance and related costs, and a maximum of up to \$12,500 (2.5%) will be set aside for administrative/staff expenses. It is estimated that this will assist up to 5 homebuyers, at an average of about \$97,000 in HOME Program funds per home. The maximum home value assisted is set by the program, and currently is \$394,250 for the Clovis area.

City staff also intends to partner with the developers of 135 Osmun Senior Housing Project, AHDC and Fresno Housing, to submit a Development Application to this same HOME Program NOFA. The applications will be scored separately under different target programs.

FISCAL IMPACT

There is no fiscal impact to the City's budget. If HOME Program funds are awarded, City staff will request a budget amendment to include the awarded funds in the City's budget.

REASON FOR RECOMMENDATION

The recommended action will help the City provide additional needed financing to create homeownership opportunities that do not currently exist.

ACTIONS FOLLOWING APPROVAL

City staff will prepare the HOME Program Application for submittal by the due date of May 22, 2025.

CONFLICT OF INTEREST

None.

Prepared by: Claudia Cázares, Housing Programs Manager

Reviewed by: City Manager *AA*

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER
THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND IF SELECTED,
THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND
OF ANY RELATED DOCUMENTS NECESSARY TO PARTICPATE IN THE HOME
PROGRAM**

WHEREAS, The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.; and

WHEREAS, On December 30, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”), as amended on February 11, 2025; and

WHEREAS, In response to the NOFA, the City of Clovis, a municipal corporation (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE, BE IT RESOLVED, by the City of Clovis:

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an Application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars (\$500,000.00) for the following activities and/or programs:

First-Time Homebuyer Program – to provide Acquisition-only Down Payment Assistance, as awarded to HOME eligible applicants to provide individual loans to homebuyers to purchase modest dwellings selected from the open market to be located in the City of Clovis city limits.

2. If the Application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its Application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement with the Department, any amendments thereto, and any and all other documents or

3. instruments necessary or required by the Department or HUD for participation in the HOME program.
4. The Applicant hereby authorizes and directs Andrew Haussler, City Manager, to execute, in the name of the Applicant, the HOME Standard Agreement, other HOME-related contracts and conveyances, and any subsequent amendments thereto.
5. The Applicant hereby authorizes Paul Armendariz, Interim Assistant City Manager, or Chad McCollum, Director, Economic Development, Housing and Communications Department, or their designee, to execute in the name of the Applicant, drawdown requests and any other HOME Program form requiring a signature, as may be required by the Department from time to time.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 21, 2025

SUBJECT: Administration - Approval - Res. 25-___, Establishing Governing Criteria for the Measure Y Oversight Committee.

ATTACHMENTS: 1. Redlined Resolution for Measure Y Oversight Committee Criteria
2. Resolution 25-___ for Measure Y Oversight Committee Criteria

RECOMMENDATION

For the City Council to adopt Resolution 25-___, establishing governing criteria for the Measure Y Oversight Committee.

EXECUTIVE SUMMARY

The City Council is being asked to adopt a Resolution establishing the governing criteria for the formation and operation of the Measure Y Oversight Committee. Measure Y, approved by voters in November 2024, authorized a one percent (1.0%) Transactions and Use Tax to support various City services. To promote transparency and accountability in the use of these funds, the City Council has elected to form a citizen oversight committee. The committee will be composed of five members and will serve in an advisory capacity, reviewing and reporting on Measure Y expenditures at least twice annually. The Resolution will outline the committee's roles, responsibilities, and membership requirements, with provisions that may be amended by future Council resolutions as needed.

BACKGROUND

On November 5, 2024, Clovis voters approved Measure Y, establishing a one percent (1.0%) Transactions and Use Tax to support City services. At that time, no oversight committee existed to monitor the use of these funds. On January 21, 2025, the City Council directed staff to explore the formation of a Measure Y Oversight Committee to promote transparency and accountability. On March 4, 2025, the Council outlined criteria for the committee's structure and instructed staff to prepare a formal ordinance. Additional provisions were added to the resolution on April 7, 2025, as reflected in the redline version. At that same meeting, the Council introduced an ordinance to add Section 3.3.703 to Article 7 of Chapter 3.3 of Title 3 of the Clovis Municipal Code, formally establishing the Measure Y Oversight Committee. The ordinance was adopted on April 14, 2025.

The attached Resolution outlines key provisions and criteria for the functioning of the Measure Y Oversight Committee.

The following criteria and provisions shall be applicable to the Measure Y Oversight Committee created by Clovis Municipal Code section 3.3.703:

- (a) The committee will consist of five voting members, with each Councilmember recommending appointment of one member of the committee. In addition, a member of the City of Clovis Youth Commission, as recommended by the Youth Commission, shall serve as an ex-officio non-voting member of the committee. Appointments shall be approved by majority vote of a quorum of the City Council.
- (b) Committee members will serve at the pleasure of their recommending Councilmember and the City Council, and may be re-appointed, removed, or replaced without cause and without notice or a right to appeal as recommended by a Councilmember and approved by majority vote of a quorum of the City Council.
- (c) Committee members, except the non-voting commissioner from the Youth Commission, must be at least 18 years old and be residents of Clovis for at least two (2) years at the time of appointment and remain residents of Clovis while serving on the committee, but no other qualifications are required.
- (d) A formal application process may be created and utilized by any Councilmember if desired in selecting a recommended appointee, but Councilmembers have full discretion in selecting their recommended appointment(s).
- (e) Committee members shall not receive compensation from the City or otherwise for service on the committee.
- (f) There shall be no term for committee member appointments, and committee members may serve until a successor is appointed to serve. Any vacancy on the committee shall be filled as provided in (a) above with a recommended appointment by the applicable recommending Councilmember (or successor to the applicable recommending Councilmember).
- (g) The committee's role is strictly advisory to the City Council and may include reviewing City Council approved budgets and budgeted Measure Y expenditures, annual audited City financial reports detailing actual Measure Y expenditures and receiving reports or presentations from City staff regarding Measure Y expenditures.
- (h) The committee shall elect a Chair and Vice-Chair to preside at committee meetings. The committee will meet no less than twice a year – once in December or January based on the availability of annual financial reports to review prior fiscal year expenditures, and again in July or August to review the proposed Measure Y expenditures in the approved City budget for the current fiscal year.

- (i) The committee will report its findings on the expenditure of Measure Y funds to the City Council at least annually. Findings of the committee shall be approved by majority vote of a quorum of the voting members of the committee.
- (j) The committee shall have no other function or authority except as specifically authorized in Clovis Municipal Code section 3.3.703 (as may be modified) or this resolution (as may be modified).
- (k) The committee has been established by City Council ordinance and meetings will be conducted in accordance with applicable public meeting laws, including the Ralph M. Brown Act (Gov. Code section 54950, et seq.), and be open to the public and noticed, and minutes of the meetings will be kept.
- (l) The committee shall remain in existence and meet to review expenditures for as long as the Transactions and Use Tax described in Clovis Municipal Code section 3.3.702 is collected.

The criteria and provisions set forth herein for the Measure Y Oversight Committee may be modified by a resolution or ordinance duly approved by a majority of the total membership of the City Council.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Measure Y Oversight Committee is being recommended to ensure transparency and accountability in the use of funds generated by Measure Y.

ACTIONS FOLLOWING APPROVAL

Following the adoption of the resolution establishing the criteria for the Measure Y Oversight Committee, staff will begin developing the formal application process and prepare to open the application period for interested Clovis residents.

CONFLICT OF INTEREST

None.

Prepared by: Briana Parra, City Clerk

Reviewed by: City Manager AM

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ESTABLISHING GOVERNING CRITERIA FOR THE MEASURE Y OVERSIGHT COMMITTEE

WHEREAS, at the November 5, 2024, municipal election the voters of the City of Clovis approved a ballot measure known as Measure Y for a one percent (1.0%) Transactions and Use Tax as authorized by applicable law; and

WHEREAS, upon voter approval of Measure Y an ordinance was adopted as required by applicable provisions of the California Revenue and Taxation Code known as the “Transactions and Use Tax Law” (Revenue and Taxation Code section 7251, et. seq.) governing the imposition and collection of the tax, and Article 7 was added to Chapter 3.3 of Title 3 of the Clovis Municipal Code imposing the new tax; and

WHEREAS, notwithstanding the fact Measure Y is a general tax and an oversight committee was not approved by the voters as a requirement or condition for the new tax, the City Council adopted Ordinance 25-06 on April 14, 2025, creating an oversight committee to review the expenditures of the revenue generated by the new Transactions and Use Tax approved by the voters and codified in Section 3.3.702 of the Clovis Municipal Code.

NOW, THEREFORE, the City Council of the City of Clovis hereby resolves as follows:

1. The following criteria and provisions shall be applicable to the Measure Y Oversight Committee created by Clovis Municipal Code section 3.3.703:

- (a) The committee will consist of five voting members, with each Councilmember recommending appointment of one member of the committee. In addition, a member of the City of Clovis Youth Commission, as recommended by the Youth Commission, shall serve as an ex-officio non-voting member of the committee. Appointments shall be approved by majority vote of a quorum of the City Council.
- (b) Committee members will serve at the pleasure of their appointing/recommending Councilmember and the City Council, and may be re-appointed, removed, or replaced without cause and without notice or a right to appeal as recommended by a Councilmember and approved by majority vote of a quorum of the City Council.
- (c) Committee members, except the non-voting commissioner from the Youth Commission, must be at least 18 years old and be residents of Clovis for at least two (2) years at the time of appointment and remain residents of Clovis while serving on the committee, but no other qualifications are required.
- (d) A formal application process may be created and utilized by any Councilmember if desired in selecting a recommended appointee, but Councilmembers have full discretion in selecting their recommended appointment(s).
- (e) Committee members shall not receive compensation from the City or otherwise for service on the committee.

- (f) There shall be no term for committee member appointments, and committee members may serve until a successor is appointed to serve. Any vacancy on the committee shall be filled as provided in (a) above with a recommended appointment by the applicable recommending Councilmember (or successor to the applicable recommending Councilmember).
- (g) The committee's role is strictly advisory to the City Council and may include reviewing City Council approved budgets and budgeted Measure Y expenditures, annual audited City financial reports detailing actual Measure Y expenditures, and receiving reports or presentations from City staff regarding Measure Y expenditures.
- (h) The committee shall elect a Chair and Vice-Chair to preside at committee meetings. The committee will meet no less than twice a year – once in December or January based on the availability of annual financial reports to review prior fiscal year expenditures, and again in July or August to review the proposed Measure Y expenditures in the approved City budget for the current fiscal year.
- (i) The committee will report its findings on the expenditure of Measure Y funds to the City Council at least annually. Findings of the committee shall be approved by majority vote of a quorum of the voting members of the committee.
- (j) The committee shall have no other function or authority except as specifically authorized in Clovis Municipal Code section 3.3.703 (as may be modified) or this resolution (as may be modified).
- (k) The committee has been established by City Council ordinance and meetings will be conducted in accordance with applicable public meeting laws, including the Ralph M. Brown Act (Gov. Code section 54950, et seq.), and be open to the public and noticed, and minutes of the meetings will be kept.
- (l) The committee shall remain in existence and meet to review expenditures for as long as the Transactions and Use Tax described in Clovis Municipal Code section 3.3.702 is collected.

2. The criteria and provisions set forth herein for the Measure Y Oversight Committee may be modified by a resolution or ordinance duly approved by a majority of the total membership of the City Council.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April __, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ESTABLISHING GOVERNING CRITERIA FOR THE MEASURE Y OVERSIGHT COMMITTEE

WHEREAS, at the November 5, 2024, municipal election the voters of the City of Clovis approved a ballot measure known as Measure Y for a one percent (1.0%) Transactions and Use Tax as authorized by applicable law; and

WHEREAS, upon voter approval of Measure Y an ordinance was adopted as required by applicable provisions of the California Revenue and Taxation Code known as the “Transactions and Use Tax Law” (Revenue and Taxation Code section 7251, et. seq.) governing the imposition and collection of the tax, and Article 7 was added to Chapter 3.3 of Title 3 of the Clovis Municipal Code imposing the new tax; and

WHEREAS, notwithstanding the fact Measure Y is a general tax and an oversight committee was not approved by the voters as a requirement or condition for the new tax, the City Council adopted Ordinance 25-06 on April 14, 2025, creating an oversight committee to review the expenditures of the revenue generated by the new Transactions and Use Tax approved by the voters and codified in Section 3.3.702 of the Clovis Municipal Code.

NOW, THEREFORE, the City of Clovis hereby resolves as follows:

1. The following criteria and provisions shall be applicable to the Measure Y Oversight Committee created by Clovis Municipal Code section 3.3.703:

- (a) The committee will consist of five voting members, with each Councilmember recommending appointment of one member of the committee. In addition, a member of the City of Clovis Youth Commission, as recommended by the Youth Commission, shall serve as an ex-officio non-voting member of the committee. Appointments shall be approved by majority vote of a quorum of the City Council.
- (b) Committee members will serve at the pleasure of their recommending Councilmember and the City Council, and may be re-appointed, removed, or replaced without cause and without notice or a right to appeal as recommended by a Councilmember and approved by majority vote of a quorum of the City Council.
- (c) Committee members, except the non-voting commissioner from the Youth Commission, must be at least 18 years old and be residents of Clovis for at least two (2) years at the time of appointment and remain residents of Clovis while serving on the committee, but no other qualifications are required.
- (d) A formal application process may be created and utilized by any Councilmember if desired in selecting a recommended appointee, but Councilmembers have full discretion in selecting their recommended appointment(s).
- (e) Committee members shall not receive compensation from the City or otherwise for service on the committee.
- (f) There shall be no term for committee member appointments, and committee members may serve until a successor is appointed to serve. Any vacancy on the committee shall

be filled as provided in (a) above with a recommended appointment by the applicable recommending Councilmember (or successor to the applicable recommending Councilmember).

- (g) The committee's role is strictly advisory to the City Council and may include reviewing City Council approved budgets and budgeted Measure Y expenditures, annual audited City financial reports detailing actual Measure Y expenditures and receiving reports or presentations from City staff regarding Measure Y expenditures.
- (h) The committee shall elect a Chair and Vice-Chair to preside at committee meetings. The committee will meet no less than twice a year – once in December or January based on the availability of annual financial reports to review prior fiscal year expenditures, and again in July or August to review the proposed Measure Y expenditures in the approved City budget for the current fiscal year.
- (i) The committee will report its findings on the expenditure of Measure Y funds to the City Council at least annually. Findings of the committee shall be approved by majority vote of a quorum of the voting members of the committee.
- (j) The committee shall have no other function or authority except as specifically authorized in Clovis Municipal Code section 3.3.703 (as may be modified) or this resolution (as may be modified).
- (k) The committee has been established by City Council ordinance and meetings will be conducted in accordance with applicable public meeting laws, including the Ralph M. Brown Act (Gov. Code section 54950, et seq.), and be open to the public and noticed, and minutes of the meetings will be kept.
- (l) The committee shall remain in existence and meet to review expenditures for as long as the Transactions and Use Tax described in Clovis Municipal Code section 3.3.702 is collected.

2. The criteria and provisions set forth herein for the Measure Y Oversight Committee may be modified by a resolution or ordinance duly approved by a majority of the total membership of the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 21, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: April 21, 2025

SUBJECT: Fire – Approval – Res. 25-____, Amending the 2024-2025 FY Fire Department Budget to reflect the \$31,000 awarded in 2024 State Homeland Security Grant Program (SHSGP) to fund Fire Department radio equipment.

ATTACHMENTS: 1. Res. 25-____

RECOMMENDATION

For the City Council to approve a resolution amending the 2024-2025 Budget for the Fire Department to include the awarded \$31,000 from SHSGP.

EXECUTIVE SUMMARY

The State Homeland Security Grant Program (SHSGP) awards monies to enhance the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other major disasters. These funds are used for preparedness planning, equipment acquisition, training, exercises, management, and administration.

Within this grant, radios are specifically identified and funded as a method for the Fire Department to replace and improve existing communication infrastructure to better prepare for and respond to emergencies. The City of Clovis Fire Department will utilize the \$31,000 from 2024 for portable radios in accordance with established SHSGP guidelines.

BACKGROUND

As a member of the Local Area Approval Authority, Clovis Fire Department has received \$31,000 awarded in 2024 for portable radios and programming.

FISCAL IMPACT

The Fire Department Emergency Preparedness, 61000-68604 Section, budget would be increased by \$31,000.

REASON FOR RECOMMENDATION

The SHSGP award has enabled the Fire Department to continue placing essential equipment into frontline service as outlined by the Governor's Office of Emergency Services.

ACTIONS FOLLOWING APPROVAL

Staff will proceed to process the purchases approved under SHSGP and process request for reimbursement, when appropriate.

CONFLICT OF INTEREST

None.

Prepared by: Katie Krahn, Sr. Management Analyst

Reviewed by: City Manager *AK*

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE AMENDEMENT OF THE 2024-2025 FY FIRE DEPARTMENT BUDGET**

WHEREAS, the City Council previously approved the 2024-2025 FY budget on June 10, 2024; and

WHEREAS, the budget for the Fire Department did not include revenues associated with the State Homeland Security Grant Program (also known as SHSGP); and

WHEREAS, the Fire Department is responsible for providing public safety services including communications; and

WHEREAS, the SHSGP provides an effective avenue to secure the necessary equipment needed by the Fire Department to ensure clear radio communications to effectively communicate during emergency operations; and

WHEREAS, the purchase expense incurred by the Fire Department for equipment will be paid by SHSGP at a rate of 100% to meet the obligations of the SHSGP.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council shall amend the 2024-2025 FY Fire Department budget as provided in Attachment A for the “Summary of Expenditures by Department” and the “Summary of Expenditures by Fund”.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 21, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURE BY DEPARTMENT

Department

Fire (61000-68604)	\$31,000
Total Expenditures by Department	\$31,000

SUMMARY OF EXPENDITURES BY FUND

Fund

General Fund (63000-45043)	\$31,000
Total Expenditures by Fund	\$31,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 21, 2025

SUBJECT: General Services – Approval – Res. 25-____, Amending the City's FY 2024-2025 Position Allocation Plan by adding one (1) Senior Management Analyst Position and removing one (1) Management Analyst Position within the Police Department.

ATTACHMENTS: 1. Resolution 25-____ Position Allocation Plan

RECOMMENDATION

For City Council to approve a resolution amending the City's FY 2024-2025 position allocation plan by adding one (1) Senior Management Analyst position and removing one (1) Management Analyst position within the Police Department.

EXECUTIVE SUMMARY

The Management Analyst incumbent in the Police Department has been assigned significant additional duties and responsibilities beyond the scope of the current classification. Consequently, reclassifying the position to Senior Management Analyst is deemed appropriate and approved by the City Manager. It is recommended that the City's Position Allocation Plan be amended to add one (1) Senior Management Analyst position and eliminate one (1) Management Analyst position in the Police Department. Council approval is required for changes to the Position Allocation Plan.

BACKGROUND

Personnel has recently evaluated the responsibilities and work being performed by a Management Analyst in the Police Department as part of a classification review. The nature and scope of duties currently performed by the Management Analyst incumbent is at a depth/breadth greater than the current classification encompasses. This reflects evolutions within the Department associated with City growth, increasing regulations, the incumbent's skill set, and the level of work necessary to effectively coordinate projects and programs.

The incumbent is now performing duties more in line with a Senior Management Analyst that includes accountability of Department wide programs of increased complexity and expanded scope. The programs now demand more independent administration and management as

POST regulations become increasingly intricate and detailed due to legislative changes. The incumbent also directs, evaluates, and coordinates the workload of an Administrative Assistant, along with overseeing the department budget, which are beyond the scope of a Management Analyst.

FISCAL IMPACT

The fiscal impact of salary and benefits for the remainder of FY 2024-2025 is approximately an additional \$2,500. There are adequate funds in the Police Department budget to cover the costs of this position for this fiscal year.

REASON FOR RECOMMENDATION

The addition of one (1) Senior Management Analyst position and the elimination of one (1) Management Analyst position reflects the level of responsibility of the incumbent in the Police Department. The re-classification and additional compensation require Council approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the Police Department will be modified as noted in Attachment 1.

CONFLICT OF INTEREST

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S FY 2024-2025 POSITION ALLOCATION PLAN**

WHEREAS, the FY 2024-2025 Position Allocation Plan in the Police Department was approved as part of the FY 2024-2025 City Budget adoption process; and

WHEREAS, a review of the staffing needs for the Police Department indicates that the addition of one (1) Senior Management Analyst position and the removal of one (1) Management Analyst position is necessary in order to provide the support needed for the Police Department; and

WHEREAS, amending the City's adopted FY 2024-2025 Position Allocation Plan requires City Council authorization.

NOW, THEREFORE, BE IT RESOLVED, by the City of Clovis that the City's FY 2024-2025 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 21, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2024-2025

<u>DEPARTMENT</u>	<u>NUMBER OF POSITIONS</u>
--------------------------	-----------------------------------

Police Department

Add: Senior Management Analyst	1.0
--------------------------------	-----

Delete: Management Analyst	1.0
----------------------------	-----



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 21, 2025

SUBJECT: General Services – Authorize the City Manager to Approve hiring a Staff Analyst, currently vacant, in the Police Department at Step 5 of the Salary Range with an Effective Date of May 1, 2025.

ATTACHMENTS: None.

RECOMMENDATION

For the City Council to authorize the City Manager to approve hiring a Staff Analyst, currently vacant, in the Police Department at Step 5 of the Salary Range with an effective date of May 1, 2025.

EXECUTIVE SUMMARY

The Clovis Police Department needs to fill a vacant full-time Staff Analyst position. The applicant on the recruitment eligible list is a current contract employee who was hired in 2023. Given the applicant's level of experience and work history, the Department recommends hiring them at Step 5. Initial appointments above Step 3 of the salary range require Council authorization.

BACKGROUND

On June 16, 2023, the Clovis Police Department hired a contract Marketing and Communications Coordinator to oversee promotions, donation campaigns, and various outreach efforts for Miss Winkles Pet Adoption Center. The contract employee brings experience and training in marketing and public relations and frequently collaborates with other departments across the City. Given the employee's level of experience and current salary, the Department recommends hiring the applicant at Step 5.

FISCAL IMPACT

There will be no additional fiscal impact on the department, as the applicant is currently earning a salary higher than Step 5 and receiving health benefits.

REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code and Personnel Regulations, the City Council must authorize the City Manager to make personnel appointments in the competitive service at salary

levels beyond Step 3 of the salary range. The employee is highly qualified and a significant asset to the City's workforce.

ACTIONS FOLLOWING APPROVAL

A Personnel Action Form will be submitted to Personnel and the City Manager for approval.

CONFLICT OF INTEREST

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AS



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: April 21, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 23-14 Sierra Vista Sidewalk Improvement for a final contract cost of \$772,410.14.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

The project included furnishing all labor, materials, services and equipment, and performing all work necessary as specified for, but not be limited to, the installation of concrete sidewalks, construction of concrete curb ramps, and restoration of driveways to be in compliance with current ADA standards at multiple locations in the neighborhood near Sierra Vista Elementary School.

BACKGROUND

Bids were received on August 27, 2024, and the project was awarded by the City Council to the lowest responsible bidder, Dave Christian Construction, Inc., on September 16, 2024. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$606,000.00
2.	Additions or Reductions to Contract	(\$10,778.00)
3.	Contract Change Orders	\$177,198.14
	i. T&M for concrete work	\$2,145.54
	ii. Curb & gutter at new price	\$63,960.00
	iii. New curb & asphalt plug	\$46,281.70
	iv. Additional demo for unforeseen cond.	\$24,009.00
	v. Balancing change order	\$40,801.90

Final Contract Cost**\$772,410.14**

Most of the change order costs were associated with additional concrete work needed to modify existing residential drive approaches to meet City standards. The project design attempted to limit the modifications to the drive approaches to save costs and stay within budget. It was determined in the field it was prudent to bring the drive approaches up to standard and City acquired additional funding to do so. The project including the Contract Change Orders is fully supported by Active Transportation Program Funding (ATP) through the City Community Investment Program.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Dave Christian Construction, Inc., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded; and
2. All retention funds will be released pursuant to Federal requirements and the Prompt Payment of Funds Withheld to Subcontractors clause of the Local Assistance Procedures Manual.

CONFLICT OF INTEREST

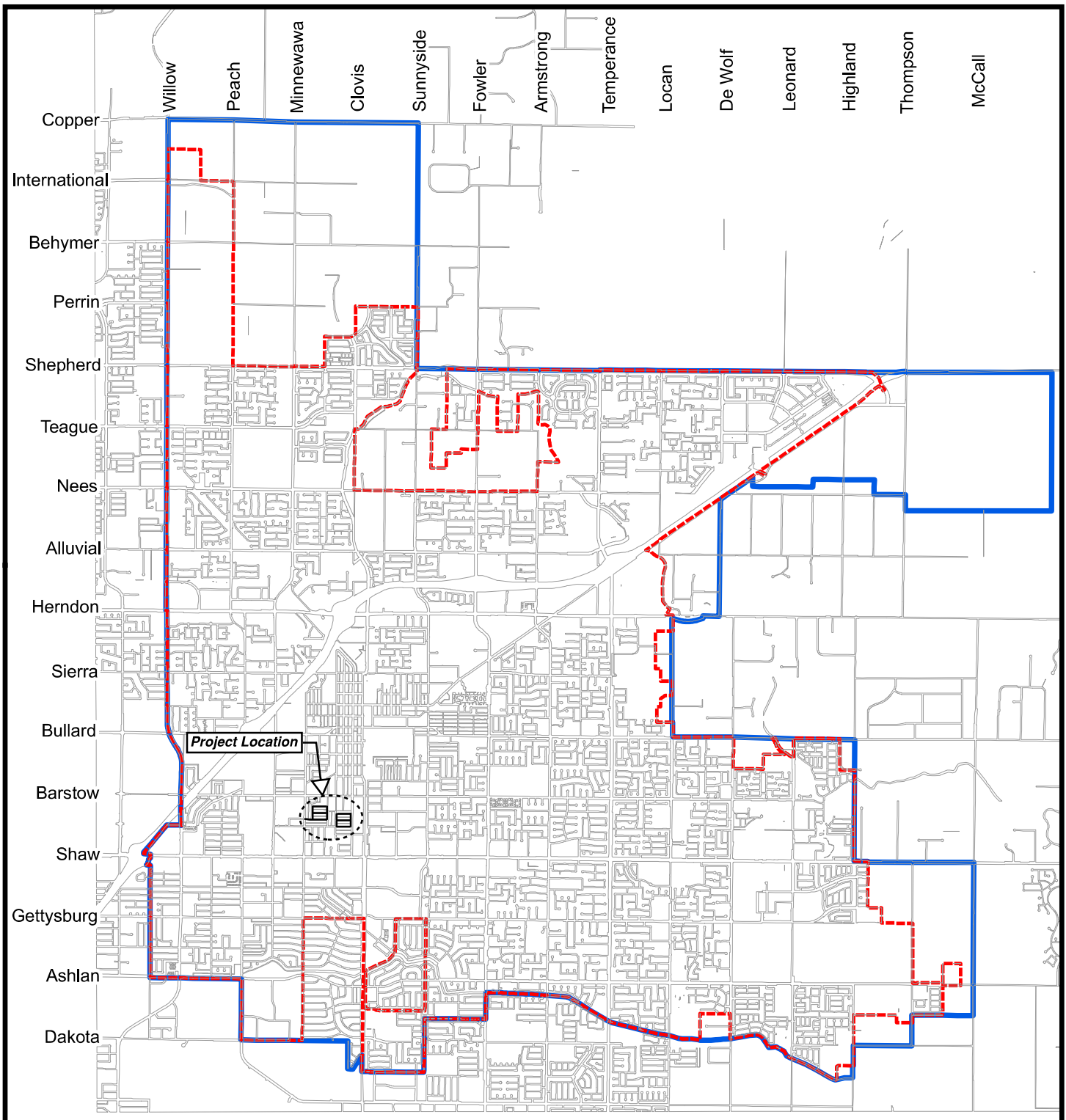
None.

Prepared by: Logan Welch, Engineering Inspector

Reviewed by: City Manager *AW*

VICINITY MAP

CIP 23-14 Sierra Vista Sidewalk Improvements



Attachment 1



 CITY LIMITS SPHERE OF INFLUENCE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: April 21, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 21-21 Sunnyside Avenue Street Improvements for a final contract cost of \$1,845,372.22.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

This project involved street improvements on Sunnyside Avenue from Barstow Avenue to Third Street, approximately ± 0.75 miles. Construction included furnishing all labor, materials, services and equipment, and performing all work necessary as specified for, but not be limited to, pulverizing existing asphalt, widening to its ultimate configuration the segment of Sunnyside Avenue between Bullard and Gibson Avenues, water meter and fire hydrant relocation, base grading, asphalt concrete paving, adjustment of existing manholes and water valves to finish grade, removal and replacement of existing traffic signal loops, concrete curb and gutter, concrete curb ramps, valley gutters, sidewalk, and new pavement markings.

BACKGROUND

Bids were received on May 21st, 2024, and the project was awarded by the City Council to the low bidder, Cal Valley Construction, Inc., on June 3rd, 2024. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$1,824,639.40
2. Cost decrease resulting from differences between estimated quantities used for award and actual quantities installed	(\$39,818.10)
3. Contract Change Orders	\$60,550.92
4. Liquidated Damages Assessed	\$0.00
Final Contract Cost	\$1,845,372.22

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the construction documents and has been deemed acceptable. The contractor, Cal Valley Construction, Inc., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

CONFLICT OF INTEREST

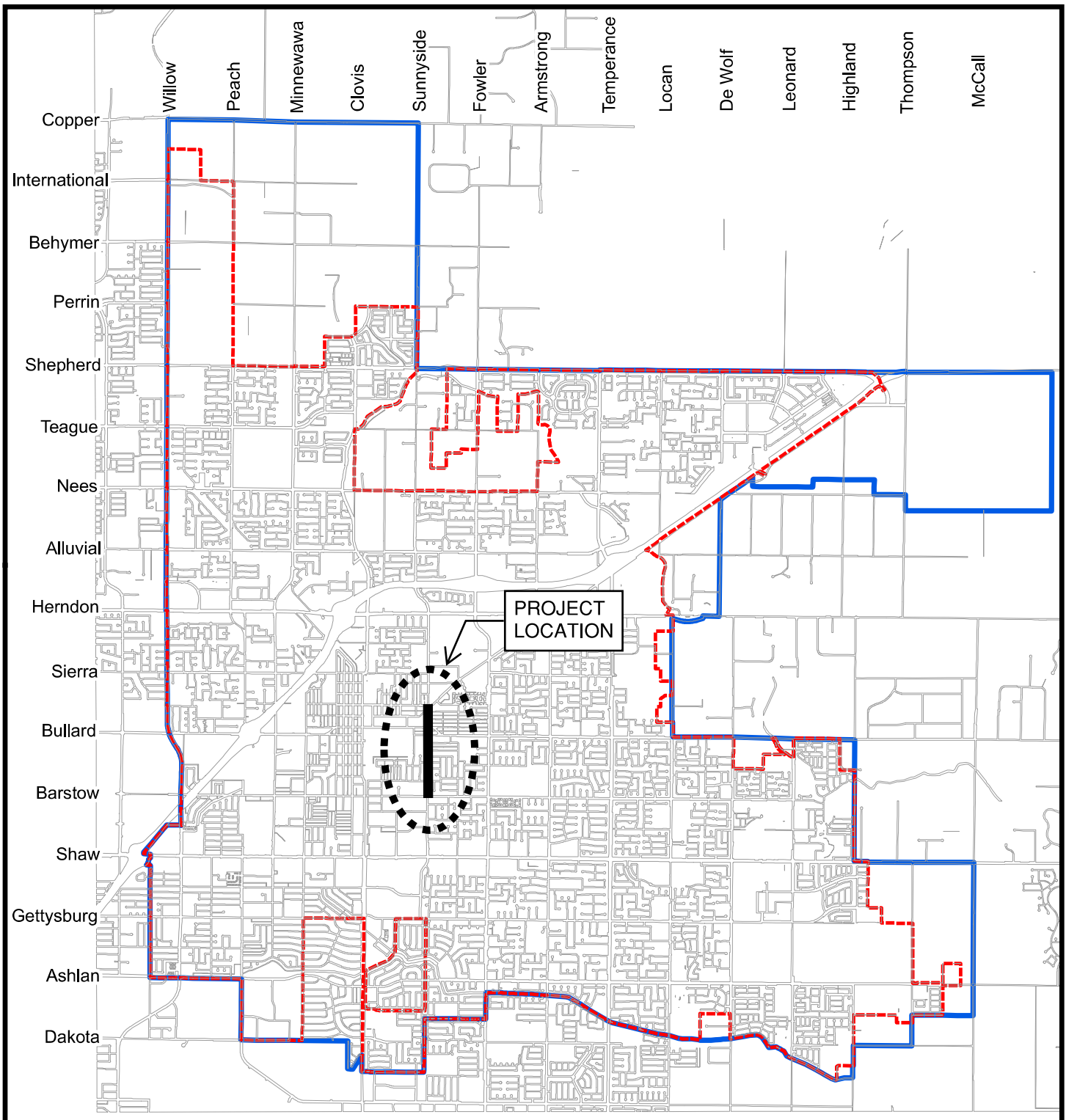
None.

Prepared by: Jonny Wesson, Engineering Inspector

Reviewed by: City Manager AW

VICINITY MAP

CIP 21-21 Sunnyside Avenue Street Improvements



Attachment 1

 CITY LIMITS  SPHERE OF INFLUENCE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: April 21, 2025

SUBJECT: Police - Approval - Res. 25-____, Authorizing the Police Chief to execute the 2024-2025 Department of Justice Tobacco Grant Agreement and amend the Police Department budget to reflect the award of \$84,500.00.

ATTACHMENTS: 1. Res. 25-____
2. Tobacco Grant Summary of Award

RECOMMENDATION

For the City Council to authorize the Police Chief to execute the grant agreement with the Department of Justice; And for the City Council to approve a resolution amending the 2024-2025 budget for the Police Department to reflect the \$84,500.00 grant award.

EXECUTIVE SUMMARY

The Clovis Police Department has been awarded a grant through the California Department of Justice in the amount of \$84,500.00 to reduce the illegal sales and marketing of cigarettes and tobacco products, including e-cigarettes, to minors. Grant funds will primarily offset personnel costs, enabling the Police Department to staff focused enforcement details that utilize minor decoy operations, shoulder tap operations, licensee inspections, and community education.

BACKGROUND

Through a competitive application process, the Police Department has been awarded grant funding from the California Department of Justice. This grant enables the department to conduct local and statewide enforcement efforts focusing on ensuring tobacco retailers comply with local and state laws. The department will facilitate minor decoy details, shoulder tap operations, and retailer compliance checks.

FISCAL IMPACT

Acceptance of this grant is not expected to have any impact on the allocation of funds in the police department's 2024-2025 budget. The Police Department will utilize grant funds to pay for all overtime costs for officers to work the enforcements. All details will be conducted as overtime details and will not pull resources from other patrol responsibilities. Some administrative activities associated with the grant will be conducted during the regular duty hours of the program manager.

REASON FOR RECOMMENDATION

The Department of Justice requires the Clovis City Council's approval to execute the grant agreement and to amend the Police Department's 2024-2025 budget to reflect the award.

ACTIONS FOLLOWING APPROVAL

Staff will submit the approved resolution to the California Department of Justice and execute the agreement. After the Council's approval, the 2024-2025 police department budget will be amended as described.

CONFLICT OF INTEREST

None.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager AH

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE CALIFORNIA
DEPARTMENT OF JUSTICE TOBACCO ENFORCEMENT GRANT AGREEMENT
AND AMEND THE 2024-2025 POLICE DEPARTMENT BUDGET**

WHEREAS, the City Council of the City of Clovis approved the 2024-2025 Budget on June 10, 2024; and

WHEREAS, the Police Department has been awarded \$84,500.00 from the California Department of Justice for the Tobacco Enforcement Grant; and

WHEREAS, the City Council determines that these expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis hereby authorizes the Chief of Police to execute the Tobacco Enforcement grant agreement, incur grant-related expenses, and receive reimbursement for those expenses.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Clovis authorizes any future amendments for the purpose of increasing funding in the original Agreement without any additional resolution from this body.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Clovis that the 2024-2025 Budget be amended as provided in Attachment A, "Summary of Expenditures."

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 21, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

ATTACHMENT 1

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$84,500
TOTAL DEPARTMENT	\$84,500

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$84,500
TOTAL FUND	\$84,500

All expenditures will be out of the grant budget 56300.



DIVISION OF OPERATIONS
OFFICE OF THE CHIEF
GRANT SERVICES BRANCH
TOBACCO GRANT PROGRAM
P.O. Box 160187
Sacramento, CA 95816-0187
Telephone: (916) 210-6422
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

October 16, 2024

Curt Fleming, Chief of Police
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612-1313

Re: Tobacco Grant Award Notification Fiscal Year 2024-25 (RFP: DOJ-PROP56-2024-25-1)

Dear: Chief Curt Fleming

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2024-25 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. **The total amount of your agency's grant award is \$84,500.**

The Tobacco Grant Program award process is highly competitive, and for the 2024-25 grant cycle, the Department received over \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modifications to align with these funding priorities. Attached is a Summary of the Award and Budget Detail outlining the funding provided along with any modifications applied.

To accept the 2024-25 grant award, please complete and return a signed copy of your Letter of Intent (see template and instructions attached) by email within 15 calendar days of the date of this letter. This letter will affirm either:

1. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*); OR
2. No governing body exists and no resolution is required.

Please email the signed Letter of Intent as noted above to TobaccoGrantRFP@doj.ca.gov with the subject line including the name of your agency: "FY 24-25_Letter of Intent_Clovis Police Department." Upon receipt of this information, DOJ will provide your agency with additional documents for execution/use (e.g., Memorandum of Understanding, Governing Body Resolution template, Grantee Handbook, etc.). These documents will contain more information

about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence on or after November 1, 2024 depending upon your selected start date.

Should you have any questions regarding this letter or the required follow up information, please email TobaccoGrantRFP@doj.ca.gov.

Sincerely,



JENNIFER IVERY JOHNSON
Manager, Grant Services Branch

For ROB BONTA
 Attorney General

Attachments:
Letter of Intent
Summary of Award
Budget Detail



AGENDA ITEM NO. 11.

Tobacco Grant Program
GRANT SERVICES BRANCH – LOCAL ASSISTANCE
DIVISION OF OPERATIONS

TOBACCO GRANT SUMMARY OF AWARD

DOJ-PROP56-2024-25-1-016

CLOVIS POLICE DEPARTMENT

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope.

By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.

AWARD SUMMARY

Award Amount: \$84,500

Requested Amount: \$90,000

Removed from Award: Laptop

Reduced Line Items: N/A

Other Changes or Stipulations: Community patrols are not approved.

IMPORTANT PROVISIONS FOR ALL GRANTEES

I. Enforcement Activities

- a. Authorized - If enforcement activities were proposed, only activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. Unauthorized - Community or school patrols, or other enforcement actions related to tobacco use and possession, are not permitted.

II. Educational Activities

- a. Authorized – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.
- b. Unauthorized – School or community education efforts, including media campaigns, are not permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

III. Removed Personnel or Other Items

- a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

IV. Reduced Line Items

- a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

V. Mileage/Fuel

- a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

VI. Equipment

- a. All equipment items must be purchased during the first year of the grant as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.

GOALS AND ACTIVITIES

Retail Inspections

- Per year, **24** retailers will be inspected.
- Additional details regarding these inspections:
 - Locations in violations will undergo corrective training.
 - Follow-up inspections will be done within 30 days of any citations.

Minor Decoy Operations

- Per year, **6** minor decoy operations will be conducted.
- Per year, **20** retailers will be targeted through these operations.
- Additional details regarding these operations:
 - Operations will determine which retailers are problematic and will provide our agency with information on which retailers need further education programs or legal ramifications.

Shoulder Tap Operations

- Per year, **6** shoulder tap operations will be conducted.
- Per year, **20** retailers will be targeted through these operations.
- Additional details regarding these operations:
 - Retailers will be selected based on random selection and/or hours of operation, the location of the business relative to schools, prior violations, and the amount of business activity.

Undercover Buys

N/A

Retailer Education

- Per year, **25** retailers will receive educational materials.
- Per year, **45** retailers will participate in grantee-provided educational classes.
- Classes **ARE NOT** part of a diversion program.
- Additional details regarding these retailer education activities:
 - The operational coordinator will hold two training classes available to all tobacco retailers. This class will offer instruction on tobacco laws, both state and local. The training will also provide best practices on checking identification during transactions, display of tobacco products, allowable advertisement and signs for tobacco products, and contact information for any further concerns.

Enforcement Officer Education

- Per year, **50** enforcement officers will receive education about tobacco laws and ordinances.
- Additional details regarding these officer education activities:
 - Briefing training will be conducted to advise patrol officers with information on retailers that are non-compliant with signage or where known violations are occurring.
 - Roll call training to officers on the most current legal updates related to tobacco sales.

Prosecution

N/A

Task Force

N/A

Other Activities

N/A

PARTNERING AGENCIES

Based upon the proposal submitted and any subsequent modifications approved by DOJ, the following agencies are expected to partner with and support the activities and fulfillment of goals referenced above:

N/A

Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: April 21, 2025

SUBJECT: Public Utilities – Approval – Preliminary Engineer’s Report; and Approval – Res. 25-____, a Resolution Declaring the City’s Intention to Levy and Collect the Annual Assessments for Landscape Maintenance District No. 1.

ATTACHMENTS: 1. Resolution
2. Assessment Diagrams

RECOMMENDATION

1. Approve the Preliminary Engineer’s Report on file with the City Clerk; and
2. Adopt Resolution No. 25-____, declaring the City’s intention to levy and collect the annual assessments for Landscape Maintenance District No. 1, and giving Notice of Public Hearing.

EXECUTIVE SUMMARY

The City collects funds through annual assessments on properties within Landscape Maintenance District (LMD) No. 1. These funds provide landscape maintenance services for those properties within the LMD, including special enhancements unique to the various tracts within the District. Currently, 52 different assessment zones have been established. Zones 1-3 provide for street median and street-side landscape maintenance throughout most of the City. Zones 4-6 provide for neighborhood park maintenance throughout most of the City. Zones 7-50 provide for maintenance of special neighborhood enhancements. Zone SE provides for maintenance for all of Loma Vista, and Zone NW provides for maintenance for all of Heritage Grove. Properties within the LMD (except the majority of those in Zone SE and Zone NW) are all in Zones 1-3, and they may also be in Zones 4-6 and Zones 7-50. Zone SE and Zone NW are unique in that they cover all three categories of landscape: street median and street-side landscaping, parks, and neighborhood enhancements. There are, however, five enhancement zones in Zone SE that fund additional landscaping.

The landscape assessment rates in Zones 1-6 must be and were established by an election. Zones 7-50, Zone SE, and Zone NW include escalation clauses in the annexation covenants that allow the City to increase the assessments by the Consumer Price Index (CPI) plus 2%. Because this provision is included in the annexation documents and agreed to by the property owners, it is not considered a rate increase and is not subject to the election process outlined in Proposition 218.

Consistent with Section 22623 of the Landscaping and Lighting Act of 1972, this Resolution proposes the following actions for the various zones:

Zone	Rate Change	Reason For Change
Zones 1-3, 6	No change	Rates will continue to be maintained at the rate established by elections.
Zones 4 and 5	Pending Election	Assessment increase election needed to maintain adequate maintenance services.
Zones 8-12, 14-18, 20-29, 32-35, 38, 39, 41-50, NW, and SE	No change	No change. Current rates are sufficient to cover costs. (New Zones assessed at initial rates).
Zones 7, 13, 19, 30, 31, 36, 37, and 40	Increase assessment	Rates are being increased to cover the cost of maintaining service while continuing to maintain capital reserves.

LMD REQUIREMENTS

The Preliminary Engineer's Report is being filed with the City Clerk for submission to Council in accordance with Section 22623 of the Landscaping and Lighting Act of 1972 (Act). After approval of the Report, Section 22624 of the Act requires the Council to adopt a Resolution of Intention that:

1. Declares the intention to levy and collect assessments;
2. Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements;
3. Refers to the assessment district by its distinctive designation and indicates the general location of the district;
4. Refers to the Preliminary Engineer's Report for a full description of the improvements, boundaries, and any zones in the district, and the proposed assessments upon assessable lots and parcels of land within the district;
5. Gives notice of the time and place for hearing by the Council on the levy of the proposed assessments; and
6. States whether the assessments are proposed to increase from the previous year.

BACKGROUND

On July 15, 1985, Council adopted Resolution No. 85-78, forming the City of Clovis Landscape Maintenance District No. 1 (LMD) in accordance with the Landscaping and Lighting Act of 1972, approved by the California State Legislature. The purpose of the LMD is to fund the operation and maintenance of landscaped areas and interior parks benefiting development throughout the City.

The yearly assessments established for all properties within the LMD provide funding for the City's cost for operation, maintenance, related services, and incidental expenses. The required operation and maintenance includes mowing, edging, fertilizing, weed control, irrigation system, pruning, plant replacement, lighting, and a depreciation fund to periodically replace playground and other landscape-related equipment. The assessments are collected by the County as a special assessment on the property tax bills.

The Fiscal Year 2025-26 rates for Zones 1-6, including the proposed increases for Zones 4 and 5 pending property owner approval, are as follows:

<u>General Landscaping</u>		<u>Neighborhood Park</u>	
Zone 1	\$99.50	Zone 4	\$65.00
Zone 2	\$99.94	Zone 5	\$65.00
Zone 3	\$12.28	Zone 6	\$80.08

In addition to the general landscaping and neighborhood park zones, additional zones have been established to cover enhanced landscaping, entry features, and decorative street lighting in various residential subdivisions. The properties in each of these benefit zones are assessed an additional amount to fund the maintenance costs for the added features at each of their subdivisions. The proposed annual rates for the enhanced landscaping zones are as follows:

Zone 7	\$217.35	Tracts 4762A, 4873, 4874, 4875, 4876, & 5015
Zone 8	\$56.34	Tract 4949
Zone 9	\$49.62	Tract 4954
Zone 10	\$76.70	Tracts 4958, 4986, & 5026
Zone 11	Not used at this time	
Zone 12	\$105.00	Tracts 5025, 5046, & 5047
Zone 13	\$60.33	Tract 5045
Zone 14	\$32.20	Tract 5020
Zone 15	\$150.14	Tracts 5038, 5057, 5058, & 5059
Zone 16	\$11.54	Tract 5106
Zone 17	\$26.70	Tract 4973
Zone 18	\$57.62	Tract 5115
Zone 19	\$77.12	Tract 5125
Zone 20	\$44.44	Tract 4938
Zone 21	\$0.00	Tract 5122 (Zone 21 not developed)
Zone 22	\$65.00	Tract 5131
Zone 23	\$96.78	Tract 5213
Zone 24	\$74.56	Tract 5200
Zone 25	\$111.14	Tract 5194

Zone 26	\$101.80	Tract 5347
Zone 27	\$49.10	Tract 5146
Zone 28	\$50.48	Tract 5378
Zone 29	\$126.30	Tract 5470
Zone 30	\$56.34	Tracts 5264 & 5741
Zone 31	\$145.24	Tract 5711
Zone 32	\$29.43	Tract 5545
Zone 33	\$20.61	Tract 5207
Zone 34	\$72.90	Tract 5874
Zone 35	\$131.30	Tract 5550
Zone 36	\$220.61	Tract 6072
Zone 37	\$75.82	Tract 6147
Zone 38	\$71.18	Tract 6170
Zone 39	\$94.09	Tract 6109
Zone 40	\$106.84	Tract 6228
Zone 41	\$154.57	Tract 6186A
Zone 42	\$63.56	Tract 6230
Zone 43	\$47.32	Tract 6239
Zone 44	\$90.58	Tract 6263
Zone 45	\$37.94	Tract 6181
Zone 46	\$294.00	Tract 6301
Zone 47	\$62.00	Tract 6284
Zone 48	\$69.59	Tract 6339
Zone 49	\$114.52	Tract 6389
Zone 50	\$13.36	Tract 6205
Zone NW	\$462.88	Tracts 6200, 6050, 6328, 6329, 6342, 6344, 6392
Zone NW	\$287.89	Tracts 6205 and 6406
Zone SE	\$351.28	Tracts 5168, 5193, 5254, 5336, 5418, 5484, 5565A2, 5582, 5583, 5596, 5605, 5657A, 5681, 5691A2, 5701A, 5825, 5871, 5874, 5875A, 5950, 5961, 5965, 5970, 5981, 5984, 5985, 5998, 6005, 6006, 6007, 6008, 6009, 6010, 6011, 6012, 6020, 6023, 6025, 6034, 6040, 6055, 6058, 6064, 6068, 6080, 6082, 6083, 6086, 6089, 6098, 6101, 6102, 6107, 6114, 6120, 6123, 6127, 6137A2, 6142, 6143, 6144, 6161, 6164, 6166, 6168, 6174, 6181, 6186A, 6193, 6197, 6208, 6225, 6228, 6230, 6245, 6254, 6255, 6260, 6304, 6349, 6377, 6404, 6413, BP No. 21-05390, BP No. 22-02583, BP No. 1222-2019, CMBN1333-2013, PM 18-14, PM2015-2, PM 2015-04, PM 2016-01, SPR 2012-006, SPR 2017-014, SPR 2018-011A2, , SPR 2020-006
Zone SE	\$218.48	Tracts 6203 and 6372

Zone SE includes all tracts being developed in the Southeast Urban Village, generally located east of Locan Avenue and south of Bullard Avenue. Zone NW includes all tracts being developed in Heritage Grove, generally located north of Shepherd Avenue and west of Sunnyside Avenue. Unlike other properties in the City, properties in these zones are not annexed into one or more zones like Zones 1 through 6. The rates for these zones are designed to cover all the general landscaping, neighborhood parks, enhanced landscaping, and public lighting in their area. All the tracts to be annexed into Zone SE and Zone NW are expected to have enhanced landscaping, entry features, and decorative street lighting. There are five tracts within Loma Vista that have an extra enhancement and are therefore assessed an additional amount. Also, there is one tract within Zone NW that has an extra enhancement and is therefore assessed an additional amount.

Two rates have been established in Zone SE and Zone NW, because a tract may have only partial landscape amenities within the tract, but funding is needed for arterial street and community park landscaping.

The Resolution of Levy containing the Notice of Public Hearing will be published in The Business Journal not less than 10 days prior to the public hearing date of June 16, 2025. The public hearing will afford all interested persons the opportunity to address their concerns. Written protests may be filed with the City Clerk at any time prior to the conclusion of the public hearing.

FISCAL IMPACT

Annual LMD assessments collected provide the necessary funding to continue the maintenance of landscaped areas within the various benefit zones for the next fiscal year and provide reserves necessary for depreciation and replacement.

REASON FOR RECOMMENDATION

This resolution is required annually by the Landscaping and Lighting Act of 1972 prior to levying and collecting assessments.

ACTIONS FOLLOWING APPROVAL

1. The Resolution of Intention to Levy and Collect the Annual Assessments will be published in The Business Journal; and
2. The Engineer's Report that shows the final assessment costs will be considered by the City Council at the public hearing proposed for June 16, 2025, and if approved, recorded by the Fresno County Recorder's Office.

CONFLICT OF INTEREST

None.

Prepared by: Tim Breshears, Parks Manager

Reviewed by: City Manager *AH*

RESOLUTION 25-____

**RESOLUTION OF INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT
FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE CITY OF CLOVIS
AND SET THE PUBLIC HEARING**

WHEREAS, the Clovis City Council has approved thirty-three (33) annexations with new improvements to the Landscape Maintenance District No. 1 of the City of Clovis (herein LMD No. 1) since the Engineer's Report dated June 3, 2024; and

WHEREAS, proceedings for the annual assessments for LMD No. 1 for the Fiscal Year 2025-2026 need to be initiated.

NOW, THEREFORE, BE IT RESOLVED, by the City of Clovis as follows:

1. It is the intention of said Council to order the levy and collection of an assessment for the 2025-26 fiscal year under the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code beginning with Section 22500 of said Code, for Landscape Maintenance District No.1 of the City of Clovis (herein "LMD No. 1").
2. Said LMD No. 1 is generally described as all properties in subdivisions, Site Plan Review developments, Parcel Map developments, and other miscellaneous property entitlement developments approved since July 1985 within the current boundaries of the City of Clovis.
3. The Engineer has prepared and filed with the Clerk of the City of Clovis a preliminary report labeled Preliminary Engineer's Report of the City of Clovis LMD No. 1, dated April 21, 2025, to which reference is hereby made for a detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within LMD No. 1.
4. The Business Journal, a newspaper circulated in the City of Clovis, is hereby designated as the newspaper in which this Resolution of Intention shall be published, and the Clerk of the City of Clovis is hereby directed to cause this Resolution of Intention to be published once no less than ten (10) days prior to the hearing date set forth below.
5. NOTICE IS HEREBY GIVEN that the 16th day of June 2025, at the hour of 6:00 p.m., in the regular meeting place of the Council of the City of Clovis, Council Chambers, 1033 Fifth Street, Clovis, California 93612, is hereby fixed as the time and place for a PUBLIC HEARING, when and where all interested persons shall be heard on the question of the levy and collection of the proposed assessment. Written protests may be filed with the City

Clerk at any time prior to the conclusion of the PUBLIC HEARING. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

6. In accordance with the terms of the covenants, the rate for Zones 7, 13, 19, 30, 31, 36, 37, and 40 will be increased to the amounts authorized under the covenants.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2025, by the following vote, to wit:

AYES:

NOES:

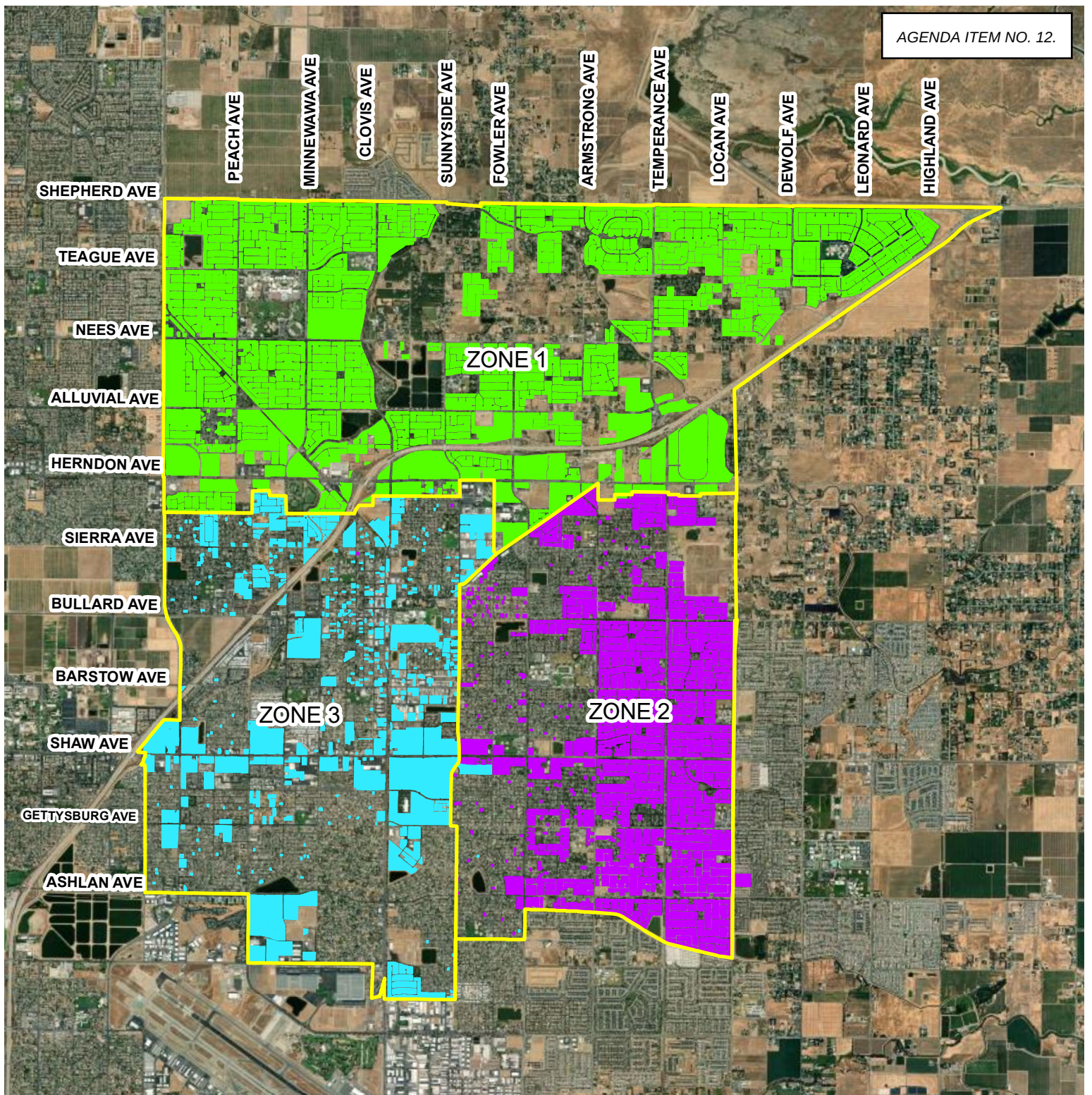
ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

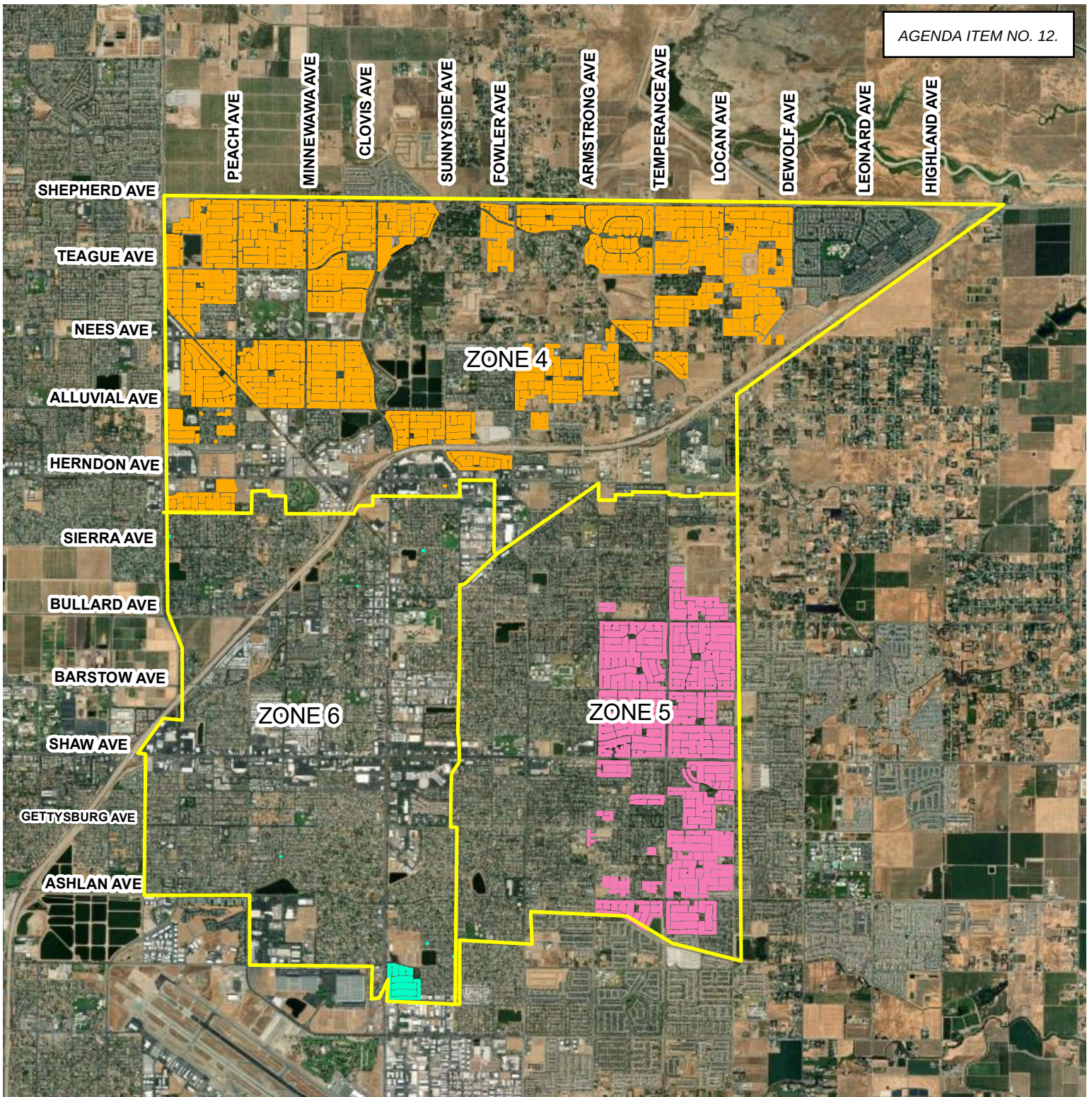


LMD ZONES 1-3
GENERAL LANDSCAPING
2025/2026 ASSESSMENT CHANGES
NO ASSESSMENT CHANGES ZONES 1-3

ATTACHMENT 2



1 inch = 5,167

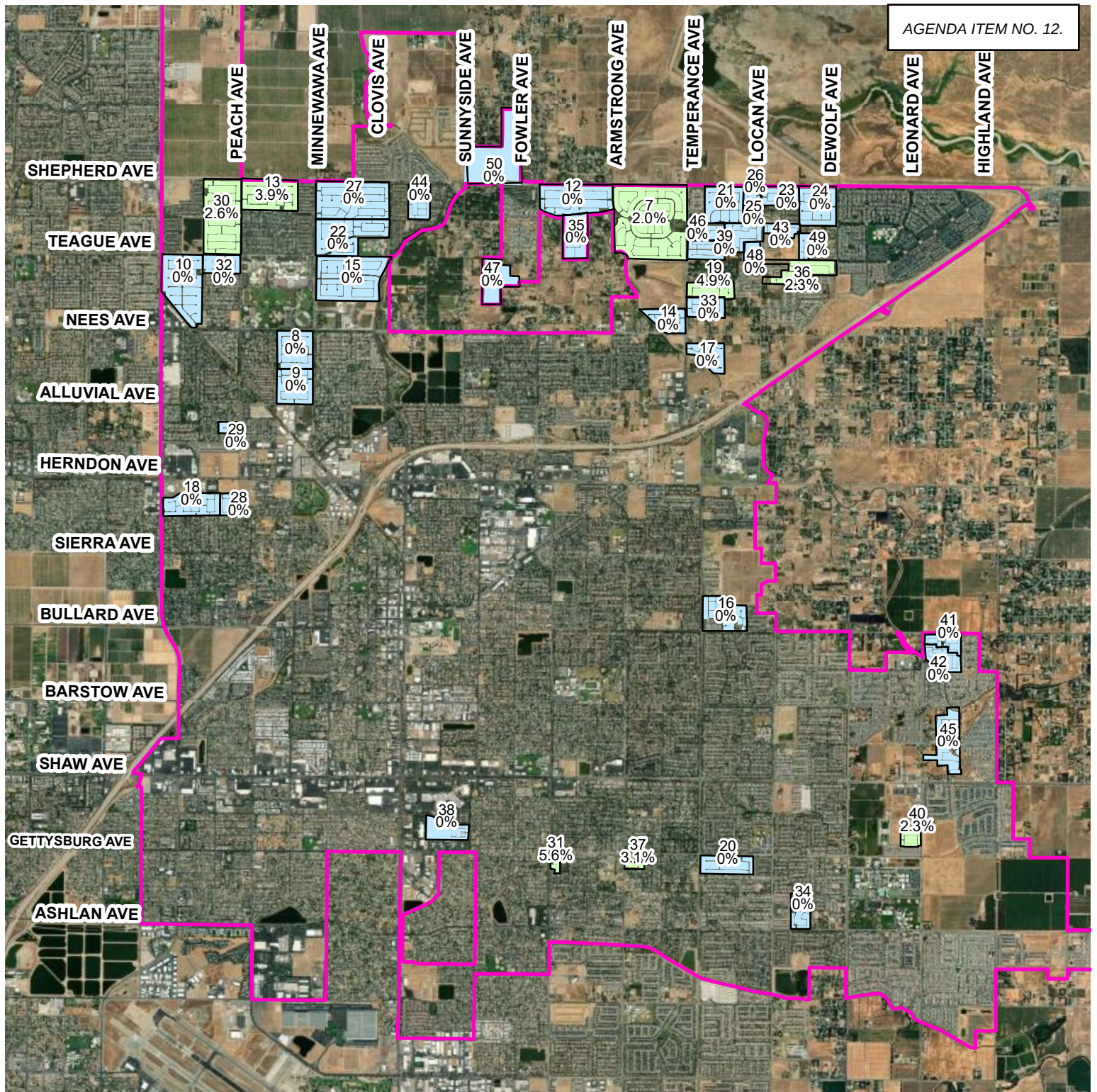


LMD ZONES 4-6 PARKS

2025/2026 ASSESSMENT CHANGES
ASSESSMENT INCREASE FOR ZONES 4 & 5
NO ASSESSMENT CHANGE FOR ZONE 6



1 inch = 5,167 feet



LMD ZONES 7-50 NEIGHBORHOOD ENHANCEMENTS 2025/2026 ASSESSMENT CHANGES

Assessment Changes



No Change



Decrease



Increase



1 inch = 4,833

ZONE NW

PEACH AVE

MINNEWAWA AVE

CLOVIS AVE

SUNNYSIDE AVE

FOWLER AVE

ARMSTRONG AVE

TEMPERANCE AVE

LOCAN AVE

DEWOLF AVE

LEONARD AVE

HIGHLAND AVE

SHEPHERD AVE

TEAGUE AVE

NEES AVE

ALLUVIAL AVE

HERNDON AVE

SIERRA AVE

BULLARD AVE

BARSTOW AVE

SHAW AVE

GETTYSBURG AVE

ASHLAN AVE

ZONE SE



LMD ZONES SOUTHEAST AND NORTHWEST 2025/2026 ASSESSMENT CHANGES NO ASSESSMENT CHANGES FOR ZONES NW & SE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: April 21, 2025

SUBJECT: Consider Approval – Award Recycling and Organic Material Collection, Processing, and Marketing Services Agreement to Mid Valley Disposal, and Authorize the City Manager to Execute the Agreement on Behalf of the City.

Staff: Glenn Eastes, Assistant Public Utilities Director

Recommendation: Approve

ATTACHMENTS:

1. Proposal (Mid Valley Disposal)
2. Agreement
3. Compliance Checklist
4. Other Proposal (Caglia Environmental)
5. Other Proposal (Republic Services)
6. Request for Proposal

RECOMMENDATION

For the City Council to award a recycling and organic material collection, processing, and marketing services agreement to Mid Valley Disposal, and to authorize the City Manager to execute the agreement, in substantially the same form as attached, on behalf of the City.

EXECUTIVE SUMMARY

At the February 4, 2025 City Council meeting, Council continued the item to February 11, 2025 to allow Council time to review the other two proposals. The item was then continued to February 18, 2025 to allow for the attendance of all 5 council members. The proposals for Republic Services and Caglia Environmental were added to the staff report, along with the compliance checklist and request for proposals. Council directed staff to split residential and commercial collection services into two separate agreements while developing new scopes and rating metrics and ultimately resoliciting the proposals.

To accommodate Council's direction, there was a need to negotiate a contract extension with the City's current hauler – Republic Services – prior to the expiration of the current agreement to allow staff the time to separate, develop, and resolicit separate contracts for recycling and organics collection services. At the April 7, 2025 Council meeting, staff presented and recommended extending the current contract with Republic Services for an additional three (3)

years from Republic's proposed options of a one-year, two-year, or three-year extension. Councilmembers expressed concern that the extension costs were substantially higher than the previous proposal response from the Request for Proposal (RFP), and subsequently denied staff's recommendation for a extension with Republic Services. Council then directed staff to bring back the prior recommendation of award to Mid Valley Disposal at the April 21, 2025 Council meeting.

Below is a list of additional benefits that are incorporated within the new contract.

- Specific compliance language regarding SB 1383
 - Route review and contamination monitoring
 - Higher diversion goal of 75%
- Recycling and Organics carts for commercial customers (lower costs)
- Countertop kitchen pails for multi-family
- Smaller 48-gallon toter option for residential customers
- Increased service verification reporting
- Participation at 20 City events at no cost to City
- A dedicated annual budget of \$200,000 to be spent on public education
- AB 939 / SB 1383 fee to City of 5% of revenue of commercial accounts
- Increased performance standards and liquidated damage language
- New local office

The City of Clovis currently contracts with Republic Services to provide collection, processing, and marketing services for recyclable materials and organics. This contract is set to expire on July 31, 2025. To ensure a competitive process for obtaining the best price and service proposal, and to allow time for a potential transition and continuity of service if a new vendor was selected, City staff – with the assistance of HF&H Consultants – prepared and issued a Request for Proposals (RFP) on October 16, 2024, for recycling and organic material collection, processing, and marketing services. The proposal was for a 10-year service contract beginning on August 1, 2025, and included an additional 3-year term should the City elect that option at the end of the initial contract term.

Staff received proposals from three (3) prominent and capable service providers: Republic Services, Mid Valley Disposal, and Caglia Environmental. Staff conducted an extensive review of each proposal, including interviewing each proposer to gain a comprehensive understanding of the services offered in their proposals and calling several listed references for each proposer. Staff then scored all three proposals based on qualifications, ability to perform, proposed costs, and overall responsiveness. Staff ranked Mid Valley Disposal the highest with the best service and best value for the required services. Mid Valley's proposal is the most cost-effective solution and would not cause an increase to customer rates at this time.

As a result, staff recommends awarding a 10-year contract for recycling and organic material collection, processing, and marketing services to Mid Valley Disposal, beginning on August 1, 2025.

BACKGROUND

The Legislature of the State of California enacted the California Integrated Waste Management Act of 1989 (AB 939) that requires local agencies to make adequate provisions for solid waste handling within their jurisdictions.

Public Resources Code Section 40059 allows the City to provide collection and recycling services through contract, franchise, or permit, with or without competitive bidding. Staff chose to issue a Request for Proposal (RFP) to ensure that Clovis residents and the City were receiving the best value possible. Staff chose the option of using an RFP to evaluate the full credentials of the proposers and not to award on cost savings alone. Staff received approval from Council on July 1, 2024 to use the firm HF&H Consultants (HF&H) to assist in preparation and processing of the RFP. The RFP was issued on October 16, 2024, and the City received proposals for services from three well-qualified companies: Mid Valley Disposal, Caglia Environmental, and Republic Services.

The proposals were evaluated on proposer qualifications, technical ability and capability, exception to the provided terms, costs, predictability of rate stability, and customer satisfaction. This evaluation was based on the criteria outlined in the RFP. Interviews with the proposers were conducted on December 10 and 11, 2024, in which each proposer provided an opening presentation, responses and clarifications to staff questions, and a closing statement. They were also each given the opportunity to specifically address questions related to their proposals by submitting additional information within the following weeks that they thought would be beneficial to staff's evaluation.

Staff evaluated the proposals based on the criteria described in the RFP. The following is a summary of staff's evaluation:

Proposer Qualifications (Experience, Key Personnel, Past Performance)

Mid Valley Disposal began serving the Central Valley in 1997 and has grown to become the largest operating hauler in the region. They currently manage 31 franchise agreements and provide services to 80,000 residential customers. Their leadership team possesses extensive experience and have been with the company for a significant period of time.

Caglia Environmental, a locally owned business with over 85 years of service to the community, has its largest contract in Madera County, where it serves 13,000 residential customers. Their leadership team possess extensive experience and have been with the company for a significant period of time.

Republic Services, the second-largest waste management company in the nation, has seen its presence in the Central Valley decline. The only two Cities that they provide services to in the area are the City of Salinas and the City of Clovis.

Technical Proposal (Implementation, Operations, Equipment, Public Education, Customer Service)

Mid Valley Disposal presented a solid and practical transition plan, demonstrating extensive experience in this type of operation. References indicated they achieved highly successful

transitions in each of the several jurisdictions where they have transitioned to providing service under similar contracts. They are well-equipped for the transition and anticipate the arrival of a new fleet of trucks before the contract begins, although servicing Clovis under this contract is not dependent on the arrival of the new fleet. Staff determined Mid Valley Disposal had the best public education plan and their customer service proposal ranked very high.

Caglia Environmental also presented a good transition plan. Staff found that the successful timing and implementation of their proposed transition plan included some dependency on new trucks to service Clovis under this contract arriving prior to the contract start date in August 2025. This was not scored against them as the City was aware that fleet purchases could be a timing issue and staff were prepared for potential delays in the contract start date. Their recent transition experience has also been successful but is limited to only one jurisdiction (unincorporated Madera County), where they received positive feedback for effectively managing a complex transition scenario. Staff determined Caglia's proposal on public education was very good as well as their customer service plan.

Republic Services requires the least preparation for the transition, as the majority of the necessary equipment is already in place. However, they would need to expand organics and recycling services for commercial customers, which has been a challenge under the current contract. The current management team is experienced but has been overseeing this contract for less than two years, following a period of high turnover over the past six years. Staff determined Republic proposed adequate public education but their customer service plan ranked lower than the other two companies.

Exceptions to Proposed Contract Terms

Contract exceptions are statements or requests added by the proposer that limit or change the intent of contract provision or requirement. Mid Valley and Caglia scored high in this category because they did not propose significant exceptions to the City's draft agreement included in the Request for Proposal. For the most part, they were agreeable to all contract terms as required in the Request for Proposal. Republic scored lower because they proposed the most exceptions to the City's draft agreement.

Costs (Reasonableness, Competitiveness)

The cost of service has increased significantly over the years. This is largely due to inflation and requirements of SB 1383 (collection and disposal of organic material) implementation. Staff anticipated the potential increase in cost of a new contract, including the continued implementation of the previously authorized 4% annual increase to the recycling and organics rates permitted by ordinance. The revenue generated from customer fees for recycling and organics services has historically covered the contract amount the City pays Republic to provide these services, and also covered the other City costs and expenses related to providing recycling and organics collection and disposal services.

Mid Valley Disposal proposed the lowest rate, which is 20% higher than the City's current contract. Caglia Environmental's proposal reflected a 45% increase compared to the current contract. Republic Services proposed the highest rate, with a 79% increase to the current contract. Anticipating the continued implementation of the authorized 4% rate increase, the

projected City revenue from customer fees is estimated to cover the City's cost of the Mid Valley contract. As a result, staff have determined the City will not need to increase customer rates if the contract is awarded to Mid Valley Disposal. The previously authorized 4% ongoing annual increase to residential customer rates is sufficient to cover the additional costs proposed by Mid Valley Disposal. However, if the contract were to be awarded to Caglia Environmental or Republic Services, customer rates would need to be increased more than the authorized 4% annual increase to cover the higher contract costs. Such a rate increase would require the City to conduct a Proposition 218 public noticing and public protest hearing before considering and approving the necessary rate increases.

The table below shows the annualized cost for the City of Clovis for provisions of residential services. Commercial services are billed directly to customers by the service provider. These services are not included in the rates below. All proposals for Commercial services essentially offer the same rate by contractual limits, equating to 60% of the City's refuse bin rate as established in the Request for Proposal (RFP).

<u>Annualized Cost for the City of Clovis</u>			
	Annual Cost *	% Increase to Current Cost	218 Rate Increase Required
Current Contract	\$ 4,599,210.00	-	-
Mid Valley Disposal	\$ 5,510,245.00	20%	No
Projected City Revenue	\$ 5,510,419.00	-	-
Caglia Environmental	\$ 6,661,800.00	45%	Yes
Republic Services	\$ 8,240,795.00	79%	Yes

* Values Calculated reflect estimated payments to contractor by the City for provisions of residential services.

Predictability (Assurance, Operations)

Mid Valley Disposal received the highest praise for assurance, reliability, and rate stability. They are the only hauler in Fresno County who charges customers less than the maximum allowable rate. Their requested rate increases in other jurisdictions have been deemed reasonable, and they are known for being easy to work with. Additionally, their handling of customer service complaints has been commendable.

Caglia Environmental also earned strong references for their collection reliability, responsiveness to customer complaints, and their fair and reasonable approach to rate increase requests.

Republic Services has faced challenges in recent years with collection reliability and customer satisfaction, as noted by the City of Clovis and other references. However, the current management team has made notable improvements over the past year in addressing these issues.

Summary of Evaluations

Based on the evaluation of the three proposals summarized above, staff recommend awarding the contract to Mid Valley Disposal. They have extensive experience providing recycling and organics services in the Central Valley, received positive feedback for their transition plans and service reliability, and their proposed costs fall within a range that allows the City to award the contract without requiring a Proposition 218 rate increase at this time.

FISCAL IMPACT

Mid Valley Disposal's proposed contract to provide collection, processing, and marketing services for recyclable materials and organics fits within the City's current rate and generated revenue from residential customers. Contract costs will increase at a rate tied to the Consumer Price Index (CPI) but not to exceed the maximum rate of 4% in any year. Generally, contract rate increases have been lower than the contract stated maximum. Collection revenue should increase at a rate of 4% with Council approval and should be stable with contract and administration costs. At this time, a rate increase to customers would not be required if the contract is awarded to Mid Valley Disposal.

REASON FOR RECOMMENDATION

Of the three proposals received, Mid Valley Disposal's proposal presents the best value for City residents and City operations. Their proposal is cost-effective and assures that the implementation and transition for the services are seamless and problem-free as indicated in their proposal and from the feedback received by the references.

ACTIONS FOLLOWING APPROVAL

If approved, the City Manager will execute the contractual agreement with Mid Valley Disposal in substantially the same form as attached. The attached agreement is in draft form as staff await consideration by Council to award the contract to the recommended proposer. The agreement will be finalized for content and format after incorporating the information from the awarded proposal. Should there be any substantial changes to the agreement, it will be brought back to Council for consideration of approval.

CONFLICT OF INTEREST

None.

Prepared by: Glenn Eastes, Assistant Public Utilities Director

Reviewed by: City Manager AK



MID VALLEY DISPOSAL

CLOVIS
GATEWAY TO THE SIERRAS



GENERATIONS OF EXPERIENCE

Corporate Office
15300 W Jensen Ave
Kerman, CA 93630

ATTACHMENT 1



**MID VALLEY
DISPOSAL**
WWW.MIDVALLEYDISPOSAL.COM

November 12, 2024

City of Clovis
1033 Fifth Street
Clovis, CA 93612

Proposal for Recyclable Materials and Organic Materials Services

It is with considerable pride that Mid-Valley Disposal, LLC hereby submits its proposal for the above referenced collection and processing services for the City of Clovis.

We received and reviewed the City's request for proposal, including its contents, attachments, and all addenda. We have also conducted due diligence to confirm material facts upon which this proposal is based.

The name of the entity to execute an agreement with the City of Clovis is Mid-Valley Disposal, LLC. As President and CEO, I, Joseph Kalpakoff, am duly authorized to execute a Franchise Agreement on behalf of Mid-Valley Disposal, LLC, and I certify that I am the contact person in reference to this submittal. You may contact me at:

15300 W Jensen Ave
Kerman, CA 93630

(559) 237-9425 or (559) 842-9436
JosephK@midvalleydisposal.com

On behalf of Mid Valley Disposal, I sincerely thank you for your consideration and look forward to partnering with the City of Clovis.

Sincerely,

Joseph Kalpakoff
President / CEO
Mid Valley Disposal

15300 W. Jensen Ave. Kerman, CA 93630 | (559) 237-9425



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Introduction: **Executive Summary**

Mid Valley Disposal is excited at the opportunity to serve the City of Clovis. The people that make up Mid Valley Disposal are passionate and enthusiastic about the waste and recycling industry. Our commitment goes beyond simply collecting trash. We strive to be a strong partner throughout the community.

We are confident that reviewing this proposal will address the service needs, as well as added value services, for the City of Clovis and its residents. Key takeaways will include:



- **Commitment to service from a locally owned and operated family company**



- **MVD's experience and proven track record for municipal operations and transitions**



- **Guaranteed organics processing capacity at our Kerman facility**

Locally Owned and Operated



Founded in 1997, Mid Valley Disposal (MVD) is the leading locally owned and operated company that provides recycling, organics, and solid waste services in the Central Valley. The Kalpakoff family has four generations of experience in successfully operating a solid waste management company in California. Today, MVD is led by brothers Joseph and Jonathan Kalpakoff (fourth generation). With over 400 employees, MVD provides exclusive collection services to 36 local jurisdictions and is permitted to provide collection services in Fresno, Merced, Madera, Kings, and Tulare counties.

Our presence in the Central Valley is unmatched and our local knowledge plays a key role in our ability to deliver excellent service. In the search for an exclusive provider, it is important to know the company will honor your community goals and values.

We appreciate the City's consideration of our proposal and look forward to partnering with the residents and businesses of Clovis.



Value Added Services

Mid Valley Disposal is proud to offer the following value-added services to the City of Clovis. The services outlined below are included as part of the provided rates.

- **New Equipment**

Collection vehicles will meet the model and GPS requirements outlined in the RFP.

- **High School Programs – Environmental Clubs**

Mid Valley Disposal will support high school clubs focused on environmental activities with financial and technical assistance.

- **Compost**

Our CDFA certified organic Kerman's Best Compost can be available at City's annual compost event.

- **Christmas Tree Disposal**

Natural Christmas trees can be disposed of in the organics container during the three weeks following December 25th.

Recycler of the Year

Mid Valley Disposal selects a *Recycler of the Year*, chosen from local businesses that demonstrate exceptional commitment to recycling and sustainability efforts. We recognize these businesses at city council meetings or business awards dinners.

CEO STATEMENT

Joseph Kalpakoff

We have an obligation to support local community initiatives in the places we live and work. We feel honored to do our part in making the Central Valley a better place to live, work, and play. To us, that is the true meaning of “Locally Owned and Operated.”

MVD is committed to purchasing locally, building sustainable infrastructure, and reinvesting back into the communities we serve.



Family owned...family focused

Jay Kalpakoff had a simple business philosophy

“treat employees like family.”

His legacy of service to employees continues today in the many programs that create a culture of recognition and appreciation at Mid Valley Disposal.

Founder's Day Picnic at Wild Water

Over 1,500 friends and family gather for a day of celebration that includes food, fun, and camaraderie. The day culminates with recognition of our longest serving employees and a serious, but friendly “Taco Throwdown” competition between our operations teams!

Employee Engagement

Mid Valley Disposal promotes a “servant leadership” culture. Through various events planned throughout the year, leaders stay connected with employees and their families, acknowledging that they are the keys to MVD's success.

Scholarship Program

Each year, MVD awards financial support to employees and eligible family members in their personal pursuit for higher education and enhanced skills training.

Employee Recognition

Years of service milestones aren't the only things MVD celebrates. When employees proactively take action or go above and beyond their role as an essential worker, leaders and colleagues take notice. From exemplary safety records to outstanding customer support, MVD feels it is important to acknowledge employees for their front-line responses.





(L to R: Jonathan, Tatiana, Harrison, Natalie, Joseph)

The Kalpakoff family has owned and operated solid waste and recycling businesses in California for four generations. Mid Valley Disposal was formed in 1997 to provide solid waste hauling services in Fresno County and the Central Valley. Today, Joseph and Jonathan Kalpakoff serve as President and Executive Vice President of the Company and are involved in all aspects of day-to-day operations.

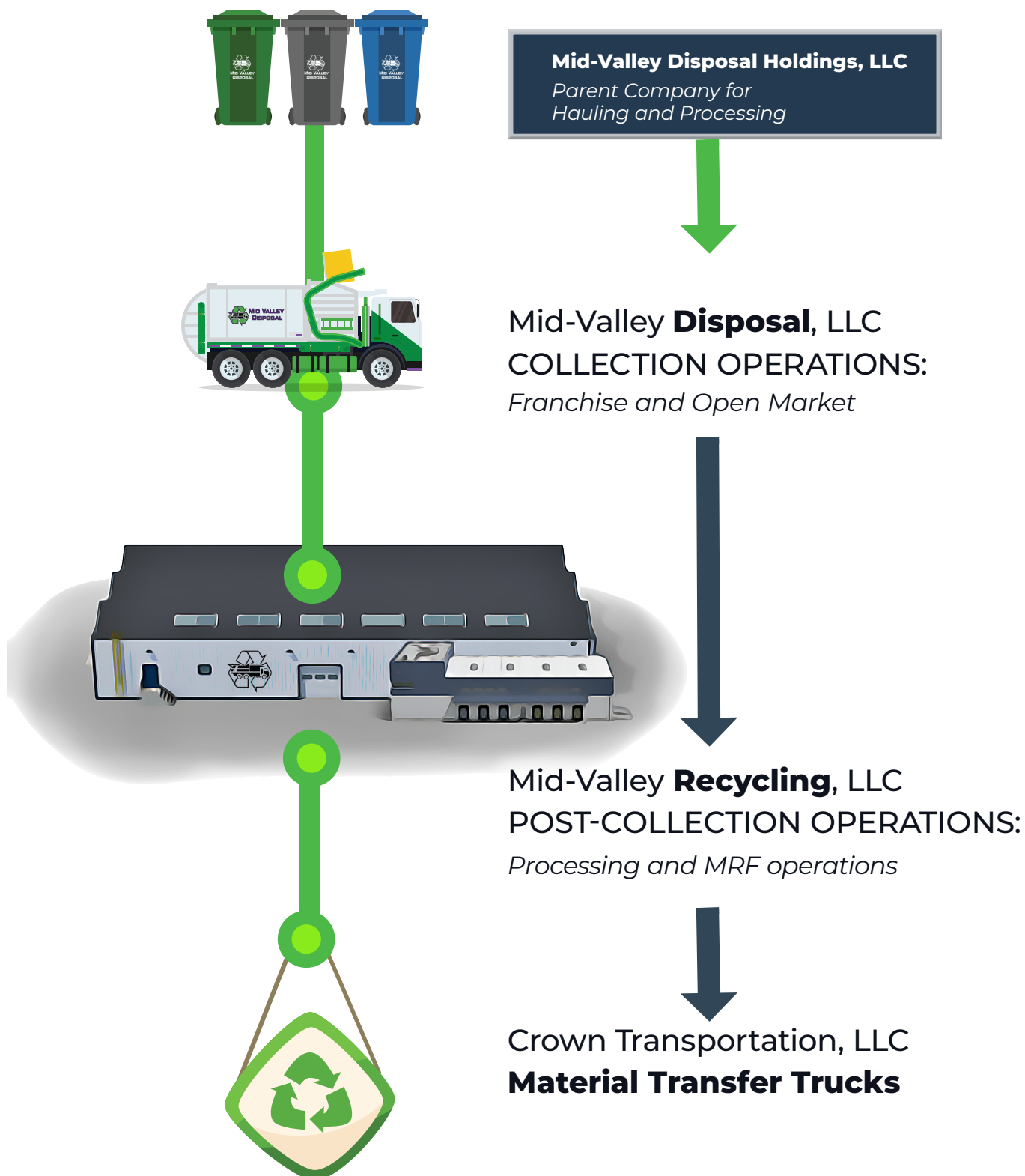
Mid-Valley Disposal, LLC (MVD, LLC) is the legal entity that will execute an agreement with the City. MVD, LLC is a manager managed California limited liability company formed in 2014 to accommodate the growth and expansion of hauling operations in the Central Valley. The company maintains all required permits and filings to conduct business in California. MVD, LLC is a wholly owned subsidiary of Mid-Valley Disposal Holdings, LLC, which is owned by Joseph Kalpakoff and Jonathan Kalpakoff.

Mid-Valley Recycling, LLC and Crown Transportation, LLC are related companies that support different functions in providing vertically integrated services. Mid-Valley Recycling, LLC owns and operates recycling and organics processing facilities and is also a wholly owned subsidiary of Mid-Valley Disposal Holdings, LLC. Crown Transportation owns and operates tractors and trailers for the transportation of materials from transfer stations to landfills and processing sites. All related companies are owned by Joseph Kalpakoff and Jonathan Kalpakoff.

1.A: Corporate Structure

The company maintains credit facilities with BMO (formerly Bank of the West) that provide revolving credit for asset acquisition and working capital. BMO is the only creditor with outstanding debt greater than 10% of the company's total assets, as evident in the financial statements provided.

The diagram below illustrates the overall corporate structure.



1.B: Description of Proposer's Collection Experience



SERVICED SINCE:

2000

City of Avenal

CONTACT:

ANTONY LOPEZ, CITY MANAGER

(559) 386-5766 | 919 Skyline Blvd, Avenal, Ca 93204

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing, Senior pick up clean up event

CUSTOMER COUNT:



1,915



43



81

TONS COLLECTED:

4,426

TONS DIVERTED:

1,265

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL



SERVICED SINCE:

2008

Armona Community Service District

CONTACT:

KRYSTAL FOX, OFFICE MANAGER

(559) 584-4542 | 10956 14th Ave, Armona, Ca 93202

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



1,316



2



42

TONS COLLECTED:

2,171

TONS DIVERTED:

766

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL



SERVICED SINCE:

2008

City of Kerman

CONTACT:

JOHN JANSONS, CITY MANAGER

(559) 846-9384 | 850 S Madera Ave, Kerman, Ca 93630

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



3,550



51



218

TONS COLLECTED:

9,301

TONS DIVERTED:

3,215

VEHICLES DISPATCHED PER DAY:

2 FEL; 3 ASL

SINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2009

City of Firebaugh

CONTACT:

BEN GALLEGOS, CITY MANAGER

(559) 659-2043 | 1133 P St, Firebaugh, Ca 93622

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**1,543****37****129**

TONS COLLECTED:

4,532

TONS DIVERTED:

1,432

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SERVICED SINCE:

2011

City of Fresno

CONTACT:

AHMAD ALKHAYYAT, SOLID WASTE DIRECTOR

(559) 621-1801 | 1325 El Dorado St, Fresno, Ca 93706

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**-****3,618****4,008**

TONS COLLECTED:

67,868

TONS DIVERTED:

13,102

VEHICLES DISPATCHED PER DAY:

20 FEL; 5 ASL

SERVICED SINCE:

2011

Latona Community Service District

CONTACT:

DANIEL CHAPA, GENERAL MANGER

(559) 923-4802 | 20798 E Latonia St, Laton, Ca 93242

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**360****6****66**

TONS COLLECTED:

882

TONS DIVERTED:

98

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2013

City of Chowchilla

CONTACT:

ROD PRUETT, CITY ADMINISTRATOR

(559) 665-8615 | 130 S 2nd St, Chowchilla, Ca 93610

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **3,764**
 **42**
 **232**

TONS COLLECTED:

8,570

TONS DIVERTED:

2,699

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SERVICED SINCE:

2013

Riverdale Community Service District

CONTACT:

SALLIE OCKEY, OFFICE MANAGER

(559) 867-3838 | 20896 Malsbary Ave, Riverdale, Ca 93656

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **827**
 **-**
 **86**

TONS COLLECTED:

1,527

TONS DIVERTED:

475

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SERVICED SINCE:

2013

Stratford Community Service District

CONTACT:

CARYN LARSON, OFFICE MANAGER

(559) 947-3037 | 19681 Railroad St, Stratford, Ca, 93266

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **296**
 **2**
 **14**

TONS COLLECTED:

623

TONS DIVERTED:

174

VEHICLES DISPATCHED PER DAY:

1 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2013

Tulare County Unincorporated

CONTACT:

LUKE FELDSTEIN, PUBLIC WORKS

(559) 624-7204 | 5955 S Mooney Blvd, Visalia, Ca 93227

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

2,907

10

814

TONS COLLECTED:

10,920

TONS DIVERTED:

1,986

VEHICLES DISPATCHED PER DAY:

2 FEL; 2 ASL



SERVICED SINCE:

2014

Biola Community Service District

CONTACT:

ELAINE CERVANTES, GENERAL MANAGER

(559) 843-2657 | 4925 N 7th Ave, Biola, Ca 93606

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

270

3

18

TONS COLLECTED:

835

TONS DIVERTED:

343

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL



SERVICED SINCE:

2000

Kings County Unincorporated

CONTACT:

PARVEEN SANDHU, EXECUTIVE DIRECTOR

(559) 583-8829 | 7803 Hanford-Armona Rd, Hanford, Ca 93230

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

3,363

2

1,500

TONS COLLECTED:

10,566

TONS DIVERTED:

471

VEHICLES DISPATCHED PER DAY:

2 FEL; 2 ASL

SINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2014

City of Exeter

CONTACT:

ADAM ENNIS, CITY ADMINISTRATOR

(559) 592-4539 | 137 N F St, Exeter, Ca 93221

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**3,032****200****242**

TONS COLLECTED:

6,246

TONS DIVERTED:

2,420

VEHICLES DISPATCHED PER DAY:

1 FEL; 3 ASL

SERVICED SINCE:

2014

City of Farmersville

CONTACT:

STEVE HUNTLEY & JAY BROCK, CO-INTERIM CITY MANAGERS

(559) 747-0458 | 909 W Visalia Rd, Farmersville, Ca 93223

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**2,347****21****130**

TONS COLLECTED:

5,834

TONS DIVERTED:

2,046

VEHICLES DISPATCHED PER DAY:

1 FEL; 3 ASL

SERVICED SINCE:

2014

City of Kingsburg

CONTACT:

ALEXANDER J. HENDERSON, CITY MANAGER

(559) 897-5821 | 1401 Draper St, Kingsburg, Ca 93631

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**3,424****376****257**

TONS COLLECTED:

8,328

TONS DIVERTED:

3,493

VEHICLES DISPATCHED PER DAY:

1 FEL; 3 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2014

City of Lindsay

CONTACT:

DAYMON QUALLS, CITY MANAGER

(559) 562-7102 | 251 E Honolulu St, Lindsay, Ca 93247

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

2,375

32

208

TONS COLLECTED:

6,396

TONS DIVERTED:

1,809

VEHICLES DISPATCHED PER DAY:

1 FEL; 3 ASL



SERVICED SINCE:

2014

City of Madera

CONTACT:

ARNOLDO RODRIGUEZ, CITY MANAGER

(559) 661-5402 | 205 W 4th St, Madera, Ca 93637

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

14,816

292

738

TONS COLLECTED:

37,485

TONS DIVERTED:

12,062

VEHICLES DISPATCHED PER DAY:

5 FEL; 6 ASL



SERVICED SINCE:

2014

City of Parlier

CONTACT:

DAVID J DEL BOSQUE, PUBLIC WORKS DIRECTOR

(559) 646-3700 | 780 Tulare St., Parlier, CA 93648

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

2,763

25

119

TONS COLLECTED:

7,905

TONS DIVERTED:

2,366

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2014

City of Sanger

CONTACT:

NATHAN OLSON, CITY MANAGER

(559) 876-6300 | 1700 7th St, Sanger, Ca 93657

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**6,314****563****325**

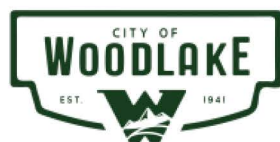
TONS COLLECTED:

14,682

TONS DIVERTED:

5,707

VEHICLES DISPATCHED PER DAY:

1 FEL; 4 ASL

SERVICED SINCE:

2014

City of Woodlake

CONTACT:

RAMON LARA, CITY ADMINISTRATOR

(559) 564-8055 | 350 N Valencia Blvd, Woodlake, Ca 93286

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**1,742****29****133**

TONS COLLECTED:

4,449

TONS DIVERTED:

1,591

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL

SERVICED SINCE:

2021

City of Los Banos

CONTACT:

CHARLES BERGSON P.E., OPERATIONS SUPERVISOR, PUBLIC WORKS

(209) 587-0987 | 411 Madison Ave, Los Banos, Ca 93635

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**12,532****530****500**

TONS COLLECTED:

24,337

TONS DIVERTED:

8,053

VEHICLES DISPATCHED PER DAY:

5 FEL; 7 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2021

City of Dos Palos

CONTACT:

DEWAYNE JONES, CITY MANAGER

(209) 392-2174 | 2174 Blossom St, Dos Palos, Ca 93620

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **1,636**
 **60**
 **109**

TONS COLLECTED:

3,144

TONS DIVERTED:

1,017

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SERVICED SINCE:

2003

City of Mendota

CONTACT:

CRISTIAN GONZALEZ, CITY MANAGER

(559) 655-4298 | 643 Quince St, Mendota, Ca 93640

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **1,885**
 **108**
 **145**

TONS COLLECTED:

6,744

TONS DIVERTED:

1,719

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL

SERVICED SINCE:

2021

City of Reedley

CONTACT:

NICOLE ZIEBA, CITY MANAGER

(559)-637-4200 | 845 G St, Reedley, Ca 93654

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 **5,509**
 **616**
 **364**

TONS COLLECTED:

14,763

TONS DIVERTED:

5,841

VEHICLES DISPATCHED PER DAY:

1 FEL; 3 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVED SINCE:
2022

City of Gustine

CONTACT:
NIRORN THAN, CITY MANAGER
(209) 854-9403 | 352 5th St Gustine, Ca 95322

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 1,742	 209	 80
--	--	--

TONS COLLECTED: 3,220	TONS DIVERTED: 1,442	VEHICLES DISPATCHED PER DAY: 1 FEL; 2 ASL
---------------------------------	--------------------------------	---



SERVED SINCE:
2023

City of Atwater

CONTACT:
JUSTIN VINSON, PUBLIC WORKS DIRECTOR
(209) 357-6300 | 750 Bellevue Rd, Atwater, Ca 95031

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 7,107	 1,485	 358
--	--	---

TONS COLLECTED: 18,053	TONS DIVERTED: 5,085	VEHICLES DISPATCHED PER DAY: 2 FEL; 5 ASL
----------------------------------	--------------------------------	---



SERVED SINCE:
2024

City of Selma

CONTACT:
MICHAEL HAAN, PUBLIC WORKS DIRECTOR
(559) 891-2216 | 1710 Tucker St, Selma, CA 93662

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 5,247	 413	 394
--	--	---

TONS COLLECTED: 4,756	TONS DIVERTED: 1,584	VEHICLES DISPATCHED PER DAY: 2 FEL; 4 ASL
---------------------------------	--------------------------------	---



SINGLE - FAMILY
CUSTOMERS SERVED



MULTI - FAMILY
CUSTOMERS SERVED



COMMERCIAL
CUSTOMERS SERVED



SERVED SINCE:
2024

City of Orange Cove

CONTACT:
DANIEL PARRA, CITY MANAGER
(559) 626-4488 | 633 Sixth Street, Orange Cove, Ca 93646

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 1,481	 72	 104
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TONS COLLECTED: 1,727	TONS DIVERTED: 489	VEHICLES DISPATCHED PER DAY: 1 FEL; 2 ASL
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SERVED SINCE:
2003

City of San Joaquin

CONTACT:
ELIZABETH NUNEZ, CITY MANAGER
(559) 693-4311 | 21900 W Colorado Ave, San Joaquin, Ca 93660

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 566	 11	 68
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TONS COLLECTED: 2,093	TONS DIVERTED: 594	VEHICLES DISPATCHED PER DAY: 1 FEL; 2 ASL
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SERVED SINCE:
2004

City of Coalinga

CONTACT:
MARISSA TREJO, CITY MANAGER
(559) 935-1531 | 155 W. Durian, Coalinga, Ca 93210

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

 3,267	 111	 229
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TONS COLLECTED: 7,000	TONS DIVERTED: 2,425	VEHICLES DISPATCHED PER DAY: 2 FEL; 2 ASL
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SINGLE - FAMILY
CUSTOMERS SERVED



MULTI - FAMILY
CUSTOMERS SERVED



COMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:

2004

City of Huron

CONTACT:

VIRGINIA PENALOZA, CITY MANGER

(559) 945-2241 | 36311 Lassen Ave, Huron, Ca 93234

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**651****19****133**

TONS COLLECTED:

3,410

TONS DIVERTED:

548

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL

SERVICED SINCE:

2006

Fresno County Unincorporated

CONTACT:

ANNIE SHELTON, PRINCIPAL STAFF ANALYST

(559) 600-4497 | 2220 Tulare St, 6th Fl, Fresno Ca 93721

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**5,853****11****3,847**

TONS COLLECTED:

31,468

TONS DIVERTED:

6,244

VEHICLES DISPATCHED PER DAY:

4 FEL; 4 ASL

SERVICED SINCE:

2006

Home Garden Community Service District

CONTACT:

LATOYA TATE, DISTRICT MANAGER

(559) 582-3211 | 11677 2nd Pl, Hanford, Ca 93230

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:

**465****-****7**

TONS COLLECTED:

828

TONS DIVERTED:

116

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASLSINGLE - FAMILY
CUSTOMERS SERVEDMULTI - FAMILY
CUSTOMERS SERVEDCOMMERCIAL
CUSTOMERS SERVED



SERVICED SINCE:
2006

Kettleman Community Service District

CONTACT:
ROSA MALDONADO, OFFICE MANAGER
(559) 386-5866 | 110 General Petroleum Ave, Kettleman City, Ca 93239

SERVICES PROVIDED:
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:
 **312**  **4**  **31**

TONS COLLECTED: 920	TONS DIVERTED: 112	VEHICLES DISPATCHED PER DAY: 1 FEL; 1 ASL
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CIVIC CENTER
750 BELLEVUE ROAD
ATWATER, CALIFORNIA 95301
(209) 357-6310

To Whom It May Concern:

Mid-Valley Disposal has been the City of Atwater's solid waste service provider since 2023. Over the past two years, Mid Valley has been an excellent solid waste service provide. They have been instrumental in assisting the city with the implementation of Senate Bill 1383 as well as previous mandates and regular service.

The City of Atwater has over 7,000 single family homes with a 3-cart recycling program along with over 300 businesses that are offered recycling programs. The City of Atwater had a 2-cart system before entering a contract with Mid-Valley Disposal. The transition from a 2-cart system to a 3-cart system as well as the transition from haulers was extremely smooth because of the outreach and communication by Mid-Valley Disposal.

Mid-Valley offers full-time recycling coordinators that have been essential in assisting the city in compliance with Senate Bill 1383. If any issues arise or meetings with Cal Recycle are requested, Mid-Valley has a team of employees ready to assist the City with support.

Mid-Valley has been an excellent service provider and has been one of the larger supporters in the community. Their assistance with various community groups and community events has created a great partnership throughout the city.

One of the biggest compliments that can be given to Mid-Valley is how good their communication with the city is. There is never any instance where the city must wait to talk to someone from Mid-Valley, and that's from the top down, from the owners, to supervisors, and all the way to the office staff. If you have any questions regarding Mid-Valley Disposal, please do not hesitate to contact me.

Sincerely,

Justin Vinson
Director of Public Works
City of Atwater

**Department of Public Utilities**

Solid Waste Management Division
1325 El Dorado Street
Fresno, California 93706-2014
559-621-1452 – FAX 559-266-1009
www.fresno.gov/SolidWaste

October 24, 2024

Sent Via Email Only

Office of City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

SUBJECT: LETTER OF RECOMMENDATION FOR MID VALLEY DISPOSAL
RFP City of Clovis

To whom It May Concern.

On behalf of the City of Fresno, I am pleased to provide this Letter of Recommendation for Mid Valley Disposal (MVD) as they seek the opportunity to provide solid waste services to the City of Clovis. MVD is a family-owned business that has worked hard to become a premier fully integrated solid waste company. In my present role as Assistant Director, and in my former capacity in the solid waste/recycling industry as Public Works Director, I can attest first-hand to the fact that MVD has the experience, capacity, and the concern for the environment to make them an ideal choice to serve the City of Clovis.

MVD is the exclusive solid waste, green waste and recycling service provider for multi-family, commercial, and industrial services in the City of Fresno for the past thirteen years. The family business has flourished in large part due to their excellent services to our residents and businesses.

We have relied on MVD's expertise in assisting the city in meeting all State required recycling goals. Most recently, they implemented a highly successful multi-family/apartment complex organics recycling program. The success of the program was due to outreach staff that spent time at each complex educating residents on the importance of recycling.

October 24, 2024
Page 2 of 2

Staying abreast of new laws and regulations, as well as the need for comprehensive monitoring and reporting systems are just a few of the areas where MVD excels. Their knowledgeable and competent staff conduct waste audits for commercial customers, and they also provide new recycling program education. Some advantages of contracting with MVD include, but are not limited to, full access to a state-of-the-art recycling facility, timely responses to service requests and friendly customer service, fully trained and knowledgeable recycling coordinators, and the owners who are readily available.

This sincere recommendation of Mid Valley Disposal is made without reservation. If you have any questions, please feel free to contact me by phone (559) 621-1801 or by email at Ahmad.Alkhayyat@Fresno.gov.

Sincerely,



Ahmad Alkhayyat, PE, MBA
Assistant Director
Department of Public Utilities
Solid Waste Management Division
City of Fresno



City of
Los Banos
At the Crossroads of California

*City of Los Banos
Public Works Department
Operations
1015 F Street
Los Banos, CA 93635
Telephone: 209 827-7044*

October 30, 2024

City of Clovis
1033 Fifth Street
Clovis, CA 93612

RE: Letter of Recommendation

Dear City of Clovis:

Mid Valley Disposal was awarded the Solid Waste contract with the City of Los Banos in November of 2020 and began service on July 1, 2021. The agreement includes the collection and processing of green waste and recycling to comply with SB 1383, AB 949, AB 1826, and other State requirements. The relationship is seen as a partnership between the City and Mid Valley Disposal, with common goals in mind. The goal of Mid Valley Disposal is to handle the Solid Waste needs of the City to an extent that we will not need to think about it on a daily basis, and they have met that goal.

The transition process went smoothly with Mid Valley Disposal providing a comprehensive schedule for the transition and updating that schedule as needed. Bi-weekly meetings were attended by all required staff and any issues that were identified were quickly dealt with. Their goal during the transition was to make the process as easy on City Staff and residents as possible and much time and effort went into every decision to that end.

The City has been satisfied with the service provided by Mid Valley and any issues that may arise are addressed until all are content with an outcome. Mid Valley Disposal has also sponsored, or co-sponsored, events within the City and have shown a willingness to be an active part of the community.

It has been a pleasure working with Mid Valley Disposal over the past three years, I see no reason to expect that to change in the future. I would recommend Mid Valley Disposal to the City of Clovis for any and all of your Solid Waste needs. Should you have any questions regarding the transition or the services provided by Mid Valley Disposal, then please do not hesitate to call me at (209) 827-7044 or email me at carlos.granillo@losbanos.org.

Sincerely,

Carlos Granillo
Public Works Operations Manager



OFFICE OF PUBLIC WORKS

Ismael Hernandez, Director

November 1, 2024

SUBJECT: Letter of Recommendation

To Whom It May Concern:

It is with great pleasure that I offer this letter of recommendation on behalf of Mid Valley Disposal, LLC. In April 2012, Mid Valley Disposal took over solid waste services for the City of Madera by acquiring the previous contractor, initially focusing on solid waste services only. In August 2018, they were awarded full responsibility for solid waste management in Madera, which expanded their role to include customer service, as well as cart replacement and repairs. Since then, Mid Valley Disposal has been instrumental in assisting the City with the implementation of CalRecycle's recycling and organics mandates citywide.

Mid Valley Disposal is dedicated to serving more than 13,746 single-family residences and 1,789 businesses weekly. Their committed staff, including recycling coordinators, work diligently to keep our City clean and ensure compliance with the State's rigorous diversion and reporting requirements.

The company also supported the City in implementing a three-cart program for mixed recycling and organics collection, fully aligned with SB 1383 standards. Their efforts have been critical in helping Madera comply with AB 341, AB 1826, and SB 1383. We are confident in their commitment as California continues to lead in recycling and environmental initiatives. Mid Valley Disposal consistently provides exceptional service to Madera's residents and businesses.

If you have any questions regarding Mid Valley Disposal, please feel free to contact me at (559) 661-5466.

Sincerely,

Ismael Hernandez
Public Works Operations Director

Madera City Hall, 205 W 4th Street, Madera, CA 93637
PHONE: (559) 661-5400 • www.madera.gov



City of Selma
1710 Tucker St, Selma, CA 93662
(559) 891-2200

November 5th, 2024

Dear Mayor & Councilmembers,

I am writing to recommend the exceptional recycling and solid waste disposal services provided by Mid Valley Disposal. As Public Works Director, I have recently had the privilege to work with Mid Valley Disposal. Their exemplary hands-on service has significantly improved our recycling and solid waste collection programs.

Mid Valley Disposal's implementation plan was impressive. Transitioning services from a long-term incumbent hauler of over 15 years was seamless. Mid Valley Disposal collaborated with the outgoing contractor employing over 17,000 residential containers and 725 commercial containers which were service ready day one.

Furthermore, Mid Valley Disposal's recycling department has provided tremendous support to the City of Selma helping us meet and exceed all requirements of SB1383. Their commitment to meeting new state requirements has been impressive, with boots on the ground community outreach and education that has exceeded our expectations. Their commitment to a robust education plan undergirds the city's regulatory compliance challenges providing peace of mind and confidence in their services.

In an industry where responsiveness and the ability to adapt are key, Mid Valley Disposal has proven themselves as a front runner. They have promptly and effectively responded to service requests, adapting their schedule as needed to ensure minimal disruption to our city's operations.

Based on these experiences, I am happy to recommend Mid Valley Disposal for any recycling or solid waste needs. Their dedication to providing top-notch service, adaptability, and adherence to the latest technologies makes them an asset to any community.

Respectfully,

Michael Honn

Public Works Director

(556) 891-2216

MichaelH@cityofselma.com

1.C: Description of Proposer's Service Initiation Experience

Experience Matters



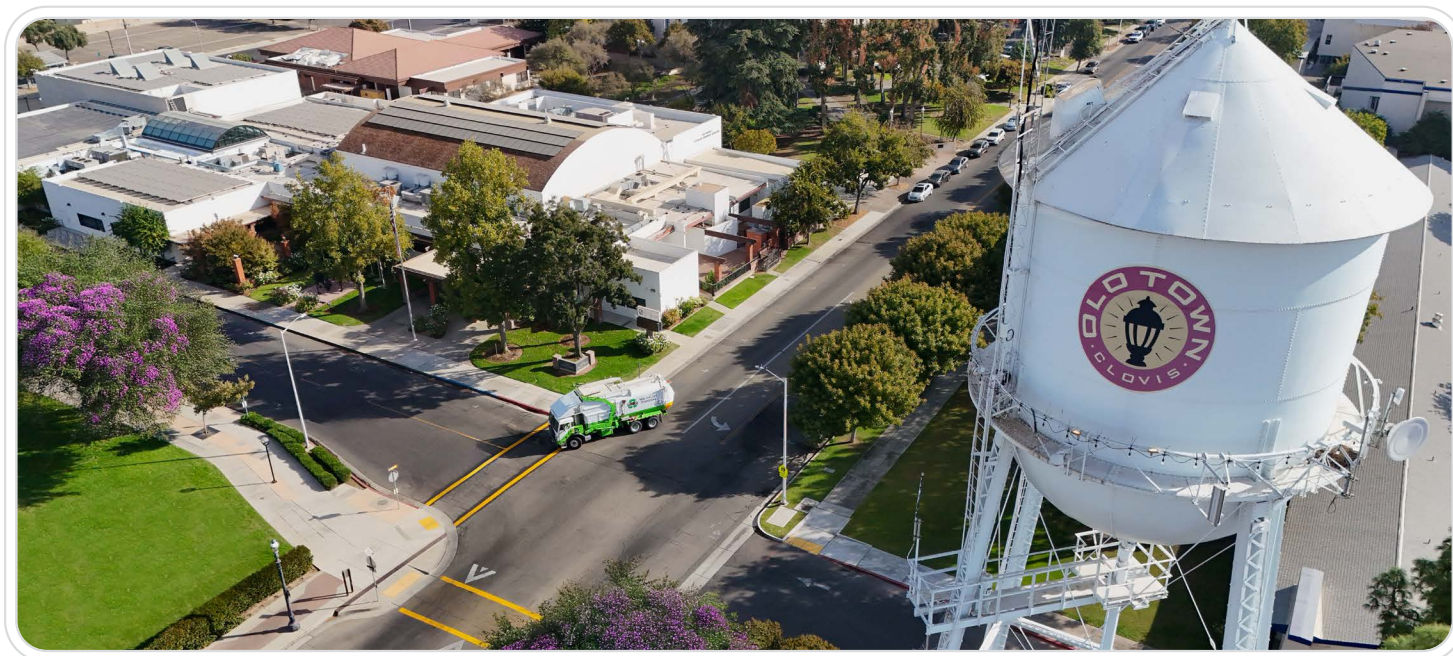
Our South Valley operations team on the first day of services in the City of Selma on July 1, 2024.



Decades of Experience with a History of Success

When changing haulers, there is no substitute for proven experience and performance. Our operations team will create a detailed implementation plan based on the needs of the City of Clovis. Subsequent sections will also describe how MVD will engage and educate the community through live customer service calls and chats, special events and printed multilingual communication. **Our goal is to mitigate disruption of services and ensure a smooth transition for all customers.**

Dedicated team backed by local resources



Being locally owned and operated means that transitions and implementations are directly overseen by ownership. Located just 12 miles away in Fresno, we have a team of local managers with extensive experience in transitions and service implementation. We also have 6 facilities within 60 miles of the City of Clovis. Our diverse team of drivers, supervisors and dispatch operators are trained to deploy services and proactively address issues before they hinder operations. With our established presence in neighboring communities, the City of Clovis can be confident that Mid Valley Disposal is never far away.

SB 1383 Compliance

Our Recycling Department specializes in SB 1383 regulations, and is well-equipped to offer comprehensive public education, exceeding SB 1383 standards. Through cross-functional collaboration, we've developed efficient procedures for gathering city compliance information through diverse assessments. For detailed information about SB 1383 compliance, please refer to **Section 2.M** within this proposal.



Guaranteed Capacity for SB 1383

If selected, MVD can guarantee processing capacity to the City of Clovis for the length of the exclusive hauler agreement.

Through conservative fiscal practices and strategic investment, MVD has developed local processing facilities for both recycling and organics. Our fully permitted and operational composting facility is designed to accept mixed organics, including food scraps, to comply with SB 1383 programs. Our vertical integration provides guaranteed processing capacity for both recyclables and organics collected in the City of Clovis. **Section 2.B and 2.E** of this proposal provides a detailed description of the facilities owned and operated by Mid Valley Disposal.



1.D: Key Personnel



Joseph Kalpakoff: President and CEO

josephk@midvalleydisposal.com

Education: Bachelor of Science, Arizona State University - Mass Communications; Minor, Business Administration

As President and CEO of MVD, Joseph is the steward of the family business built on generations of service in the solid waste industry. He plays a key role in recruiting and retaining the best employees, manages public relations, and ensures compliance with all regulating agencies. Joseph keeps current with changes in environmental law both locally and at the state level. He is President of the California Waste Haulers Council and has participated in statewide panels on recycling industry issues. Joseph was recently appointed to the Statewide Commission on Recycle Markets and Curbside Recycling to make recommendations on achieving statewide objectives under AB 1583.

IMPLEMENTATION EXPERIENCE

Joseph has spent over 20 years managing and implementing solid waste services under municipal franchise agreements in the Central Valley. He has overseen the development and implementation of recycling and organics diversion programs for 37 jurisdictions. Joseph attends pre-bid meetings and oversees all RFP processes.

If selected, Joseph assembles and oversees the implementation team, requiring accountability to ensure strict adherence with contract requirements and jurisdiction expectations. Joseph works side by side with each department manager during implementation to ensure the accuracy and timing of each start-up task.

YEAR	MUNICIPALITY	INCUMBANT HAULER	SERVICES
2000	City of Avenal	Waste Management	Residential and Commercial
2001	City of San Joaquin	Waste Management	Residential and Commercial
2003	City of Mendota	Waste Management	Residential and Commercial
2001	City of Huron	Waste Management	Residential and Commercial
2006	County of Fresno	Multiple Haulers	Residential and Commercial
2008	City of Firebaugh	Firebaugh Disposal	Residential and Commercial
2008	City of Kerman	Republic Services	Residential and Commercial
2011	City of Fresno Commercial - Zone 2	City Hauled	Commercial and Multi-Family
2014	City of Kingsburg	Waste Management	Residential and Commercial
2021	City of Los Banos	Republic Services	Residential and Commercial
2021	City of Reedley	City Hauled	Residential and Commercial
2022	City of Gustine	Gilton Solid Waste	Residential and Commercial
2022	City of Dos Palos	Republic Services	Residential and Commercial
2023	City of Atwater	Republic Services	Residential and Commercial
2024	City of Selma	Waste Management	Residential and Commercial
2024	City of Orange Cove	Peñas Disposal Service	Residential and Commercial

KEY RESPONSIBILITIES | 2000 - CURRENT

- ▶ Administers and oversees all solid waste and recycling contracts
- ▶ Oversees senior management team and makes policy decisions
- ▶ Sets the company vision and values throughout the organization that guide day to day operations
- ▶ Oversees community engagement programs
- ▶ Involved in statewide industry organizations to ensure local issues and interests are represented in developing state policy and regulations in the waste and recycling industry



Jonathan Kalpakoff: Executive Vice-President

jonathank@midvalleydisposal.com

Jonathan's career in the solid waste industry began in 1992 when he began working for his father's company in Montebello, California. He started at Metropolitan Waste Disposal as a driver and quickly fell in love with the industry. Through his 27+ years in the industry, he has been involved in every aspect of the operations of solid waste. His primary role now is to oversee the post-collection operations at all MVD facilities.

Jonathan also oversees container maintenance operations at multiple facilities. He has procured and managed the maintenance of over 235,000 ASL carts, 31,000 FEL containers (bins), and over 1,800 industrial boxes and compactors. He has extensive experience in designing diversion programs at industrial/commercial facilities utilizing compactors combined with FEL/ASL containers.

KEY RESPONSIBILITIES | 1997 – CURRENT

- ▶ Oversees equipment specification and acquisition
- ▶ Responsible for finding sustainable users for recovered recyclable materials and developing new markets for commodities
- ▶ Maintain good standing with all local jurisdictions for facility and environmental compliance
- ▶ Recruits, develops, and trains supervisors & employees in post collection operations, including senior managers
- ▶ Involved in facility construction and design
- ▶ Coordinates product marketing and sales for export and domestic markets



Joe Heisdorf: Chief Financial Officer

joeh@midvalleydisposal.com

Education: Bachelor of Science, Business Administration – Finance Emphasis, California State University Fresno;
Masters of Science in Accountancy, California State University Fresno

Joe joined Mid Valley Disposal in 2012 after 4 years in public accounting where he provided tax, audit, and consulting services to a diverse group of companies in the Central Valley. He currently manages financial reporting for municipal contracts, government agencies, and financial institutions, as well as provides internal analysis and forecasts for MVD management.

IMPLEMENTATION EXPERIENCE

Since joining Mid Valley Disposal, Joe has played a key role in the proposal and contract award process for municipal contracts and franchise agreements. He also performed due diligence reviews and helped procure financing for the acquisition of Waste Connections of the Central Valley and Sunset Waste. He plays a key role in managing the transition and integration of processes post-acquisition.

KEY RESPONSIBILITIES | 2012 – CURRENT

- ▶ Oversees all financial processes and controls including implementation of software and support programs
- ▶ Manages accounting personnel and provides direction to different accounting functional areas (invoice processing, cash collection cycle, month-end close, journal entries, and statistical data)
- ▶ Manages and provides necessary support to financial audits including internal audits, external audits and peer reviews
- ▶ Ensures completion and submission of financial filings and returns required by contractual agreements and government entities (e.g., tax filings, franchise, and royalty fees)
- ▶ Reviews and oversees administration of Employee Benefit Plans
- ▶ Provides the Senior Managers with financial analytics



Jay Fowler: District Manager
jayfowler@midvalleydisposal.com

Jay brings over 30 years of experience in managing large transportation and logistics organizations, the last 17 years in the waste and recycling industry. He is responsible for the daily management of the North Valley District and will oversee service operations for the City of Clovis.

KEY RESPONSIBILITIES | 2020 – CURRENT

- ▶ Oversees all field operations, including the direct management of municipal contacts with the goal of exceeding service expectations
- ▶ Fosters a “teamwork” culture by promoting cross-training and skills development programs, while promoting from within
- ▶ Builds and maintains strong and effective relations with government, community, and environmental groups
- ▶ Stays connected with industry counterparts to learn about the latest technology and compare best practices
- ▶ Oversees effective safety and accident prevention programs to ensure all reasonable actions are taken to prevent accidents and injuries



Lisa Helm: Director of Administration
lisah@midvalleydisposal.com

Lisa has worked in the recycling and solid waste industry since 1987 in various positions, such as a Frontload and Roll-Off Dispatcher, Transfer Station Supervisor, Office Manager, Billing Manager, Customer Service Manager, and Corporate Level Trainer. During her 20 years with MVD, she has played a key role in supporting growth by managing customer data programs and onboarding for 3 mergers/acquisitions and dozens of contract implementations.

IMPLEMENTATION EXPERIENCE

Lisa’s broad experience across the entire service cycle gives her a unique knowledge base and perspective into operational data. She has directly managed account data migration and customer service implementation across multiple software programs for over 40 municipal franchises and contracts. Lisa plays a key role in overseeing the conversion and accuracy of customer data during service transitions, while maintaining effective communication across all groups of customers.

KEY RESPONSIBILITIES | 2004 – CURRENT

- ▶ Supervises billing process for Commercial, Residential, Roll Off and Portable Toilet accounts
- ▶ Maintains jurisdiction information on all accounts to provide accurate disposal reporting to City, County and State bodies, including AB 901 reporting
- ▶ Oversees the training and performance of customer service representatives and data entry specialists
- ▶ Monitors and develops processes and controls for operational data, including material tonnages and origins
- ▶ Develops program standards and leverages technology for managing and securing customer data
- ▶ Provides other departments with logistic and operations analytics and reporting
- ▶ Transitions all new data from acquisitions or contract awards into customer management software



Randy DeVaney: Fleet Manager
randyd@midvalleydisposal.com

Randy has over 20 years of experience in the solid waste industry. His background includes the oversight and direction of solid waste maintenance programs with large public and private haulers. Randy manages company-wide maintenance programs for MVD. As fleet manager, he also oversees shop supervisors, mechanics, dispatchers, vehicle DOT compliance, safety, all vehicle and yellow iron equipment maintenance, and general administration.

IMPLEMENTATION EXPERIENCE

Randy has been involved in multiple contract implementations throughout his career. Notably, he has managed the procurement and specification of over 60 alternative fuel collection vehicles utilizing clean air grant programs. By overseeing an aggressive fleet replacement program, Randy stays up to date with the latest design and technology in the waste collection sector, including the use of clean air alternative fuel vehicles.

KEY RESPONSIBILITIES | 2017 – CURRENT

- ▶ Responsible for overall safety and productivity of 5 Shop Supervisors and 20 Mechanics
- ▶ Oversees the installation and implementation of 3rd Eye cameras and software on entire garbage truck fleet
- ▶ Oversees the documentation of fleet maintenance records by vehicle and maintaining company equipment to Department of Transportation standards
- ▶ Administers mechanic job specific operating standards and procedures
- ▶ Manages department staff, including hiring, training, performance management and safety issues/claims
- ▶ Ensures safety and regulatory compliance standards are met



Christian Horta: North Valley Operations Manager
christianh@midvalleydisposal.com

Christian has been in the logistics industry for 16 years. After joining Mid Valley Disposal, he has been the Operations Manager for the areas of Fresno, Sanger and Shaver Lake. His acquired knowledge and experience with operations aids in the successful implementation of new contracts and agreements. Christian strategizes improvements in day-to-day operations with new and existing contracts. He has vast knowledge of municipal contracts and maintains professional relations with public officials. As the Operations Manager he is also very involved in city events including parades, city clean up and a variety of community gatherings. Christian is actively involved in recruiting, training and overseeing the development of employees through promoting the company's safety culture and compliance regulations.

KEY RESPONSIBILITIES | 2022 – CURRENT

- ▶ Utilize and maintain reporting tools for use in minimizing expenses and increasing efficiencies
- ▶ Maintain knowledge of municipal contracts and cultivate relationships with key municipal staff
- ▶ Plan and implement routing and logistics changes to ensure operational efficiency
- ▶ Oversee all depot employees counseling/disciplinary actions as well as performance reviews and coaching sessions
- ▶ Assist District Manager with new bid and proposals as well as ongoing contract management
- ▶ Monitor and oversee safety compliance and reporting for department location
- ▶ Oversee dispatch and support all hauling operation (FEL, ASL, RO, Walking Floor)
- ▶ Identify, develop, and maintain new and existing training programs and initiatives



Billie Hansen: Recycling Programs Manager

billieh@midvalleydisposal.com

Education: Bachelors of Arts, Environmental Studies-Education, CSU Monterey Bay

Born and raised in Clovis, CA, Billie is a dedicated environmental professional with a strong background in solid waste management and recycling. She graduated from CSU, Monterey Bay, with a degree in Environmental Studies, focusing on education. Billie began her career in the waste and recycling industry as a Recycling Coordinator in the Bay Area, quickly developing a keen understanding of regulatory compliance and community outreach. Returning to California's Central Valley, she joined Mid Valley Disposal as a legislative expert on SB 1383, where she worked closely with jurisdictions to help them meet evolving state compliance requirements. Currently, Billie serves as the North Valley Recycling Programs Manager, leading a team of Recycling Coordinators and working with local jurisdictions to achieve full SB 1383 compliance. Her commitment to sustainability, paired with her extensive expertise in legislative processes, makes her an invaluable asset to any project focused on environmental stewardship and regulatory adherence.

KEY RESPONSIBILITIES | 2021 – CURRENT

- ▶ Hire, train, and manage a team of recycling coordinators to support local jurisdictions with waste diversion and compliance initiatives
- ▶ Assist and guide jurisdictions with the completion of annual reports, ensuring accuracy and timely submission in accordance with state requirements.
- ▶ Plan, organize, and oversee community outreach events and special programs to promote sustainable practices and engage local residents
- ▶ Act as a liaison between cities, counties, and state agencies, fostering strong relationships and effective communication on regulations
- ▶ Develop and implement programs to achieve full compliance with SB 1383, including recordkeeping and reporting systems
- ▶ Deliver presentations to city staff, councils, and other stakeholders on program updates, regulatory changes, and community impact
- ▶ Oversee Franchise Agreement contract compliance, ensuring all requirements are met and maintained



Megan Guarducci, CSP:

Senior Manager, Safety & Environmental Compliance

megang@midvalleydisposal.com

Education: Bachelor of Science, Business Administration – Human Resources, San Jose State University

Megan Guarducci joined MVD in 2015 with seven years of environmental, health, and safety leadership in the Scrap Metal Recycling Industry, managing multiple high-hazard facilities. At MVD, she directs a comprehensive EHS program, ensuring regulatory compliance and promoting safety excellence. Megan is a Certified Safety Professional (CSP) and was recognized as a *Waste 360* "40 Under 40" Award recipient in 2024.

IMPLEMENTATION EXPERIENCE

During her tenure with Mid Valley Disposal, Megan has supported the implementation of seven waste management contracts, which included adding two new facilities and a compost operation. Her experience highlights her expertise in ensuring that all new operations meet stringent safety and environmental compliance standards.

KEY RESPONSIBILITIES | 2015 – PRESENT

- ▶ Develops and leads comprehensive environmental, health, and safety (EHS) programs
- ▶ Collaborates closely with management and her team to provide thorough safety training to ensure exceptional service quality
- ▶ Reviews facility inspections conducted by her team and collaborates with safety coordinators, managers, and the executive team on compliance and improvement initiatives
- ▶ Ensures full compliance with local, state, and federal regulations, including managing site-specific permits
- ▶ Analyzes safety performance data and incident trends to identify, prioritize, and mitigate risks effectively



Nella Leos: Customer Service Manager

nellal@midvalleydisposal.com

Nella joined MVD in 2018 after more than 30 years of experience in business administration, including customer service and accounting. Her current role at MVD involves the technical aspects of our communication systems and leads our teams in customer service and frontload/sideload data entry. Her leadership has increased retention in our external facing roles at MVD. Her knowledge and experience are key to Mid Valley Disposal providing excellent service.

KEY RESPONSIBILITIES | 2018 – CURRENT

- ▶ Oversee and manage a team of customer service representatives to ensure exceptional customer support and satisfaction
- ▶ Develop and implement policies, procedures, and standards to enhance the overall customer experience and promote customer loyalty
- ▶ Monitor and analyze customer service metrics, such as response time, resolution rate, and customer feedback, to identify areas of improvement and implement appropriate strategies
- ▶ Collaborate with cross-functional teams, including marketing, recycling, and operations, to address customer concerns, resolve escalated issues, and enhance overall service quality
- ▶ Provide regular coaching, training, and performance feedback to the customer service team, promoting professional growth and ensuring consistent service excellence
- ▶ Oversee and ensure the smooth operation of the company's communication system, including phone, email, live chat, and other relevant platforms



Maria Ayala: Food Recovery Program Specialist

mariaa@midvalleydisposal.com

Maria joined Mid-Valley Disposal in 2021 after more than a decade in the non-profit sector managing hunger relief programs throughout Fresno, Madera, Kings, and Tulare Counties. Prior to joining MVD, Maria managed the development and implementation of multiple community programs helping provide food to vulnerable families in our area. Maria's goal at MVD is to develop a comprehensive SB 1383 Edible Food Recovery Program to help jurisdictions, food generators, and food recovery organizations meet compliance requirements. Maria is trained in food safety

standards to ensure food is also safely recovered for donation.

KEY RESPONSIBILITIES | 2021 – CURRENT

- ▶ Develop SB 1383 Edible Food Recovery Outreach and Education Materials
- ▶ Provide support to jurisdictions on all aspects of Edible Food Recovery
- ▶ Conduct in-person and online food recovery training for jurisdictions and food generators
- ▶ Provide consultation to food generators looking to start food recovery programs
- ▶ Cross-departmental advisement on SB 1383 regulation



Abel Salazar: Post-Collections Manager (Recyclables)

abeljr@midvalleydisposal.com

Abel joined MVD in 2017 and is responsible for all operations at our Transfer Station/Material Recovery Facility. His knowledge and efficiency in facility management is key to Mid Valley Disposal's processing capability at this location. As the Plant Manager, Abel oversees all operations at the MRF, including facility staff, daily materials processing & reporting, enforcing safety standards, and ensure compliance of government regulations.

KEY RESPONSIBILITIES | 2018 – CURRENT

- ▶ Manage company employees and resources throughout the processing cycle, from receiving material to final sale and delivery to customers
- ▶ Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations
- ▶ Maintain compliance with facility permits including, Solid Waste Facility Permit
- ▶ Monitor and report inbound tonnages and inventories
- ▶ Manage a team of heavy equipment operators, maintenance mechanics, sorters & scale operators responsible for receiving, sorting, and transporting material while ensuring compliance with federal and state weight regulations
- ▶ Oversee facility processes that optimize diversion rates



Mike Gonzalez: Post-Collections Manager (Organics)

michaalg@midvalleydisposal.com

Mike joined the Mid Valley Disposal team in June of 2023 after 10 years in the waste industry in Southern California. Prior to this, he was in the paper industry for almost 20 years. Mike has 11 years of experience managing Material Recovery Facilities, Transfer Station, C&D, bio-separation, and composting operations. Mike brings with him the knowledge of the Gore UTV composting system, which is utilized at the MVD Compost facility. Mike's knowledge and background in composting operations has helped MVD excel with the expansion of requirements in SB 1383.

KEY RESPONSIBILITIES | 2023 – CURRENT

- ▶ Oversee Kerman green waste sort line, transfer station and composting operations
- ▶ Supervise facility staff including supervisors, MVD employees, and temporary staff
- ▶ Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations
- ▶ Oversee all levels of composting operations (Grinding, blending, composting, screening, curing and testing)
- ▶ Uphold CDFA certification by performing regular sample testing of finished compost
- ▶ Maintain compliance with facility permits including, Solid Waste Facility Permit



Kacey Auston: Government Liaison

kaceyauston@yahoo.com

With 20 years of experience in government and public relations consulting, Kacey Auston joined Mid Valley Disposal in 2015. Bringing a wealth of knowledge in managing relationships between the public and private sectors, Kacey plays a crucial role in fostering collaboration and understanding between government entities and the company. Her extensive expertise in public relations ensures that Mid Valley Disposal remains informed and compliant with evolving governmental standards while actively engaging with community partners and stakeholders.

KEY RESPONSIBILITIES | 2015 - CURRENT

- ▶ Supports MVD's state and local relationships with cooperative partnerships with municipal, county and state agencies
- ▶ Works closely with government agencies to navigate regulatory environments, ensuring seamless adherence to policies and guidelines
- ▶ Develops strategies to enhance Mid Valley Disposal's public image and reputation within the community
- ▶ Facilitates philanthropic opportunities for MVD across the Central Valley

1.E: **Labor and Wages**

Mid-Valley Disposal has not entered into labor agreements with any individual or groups of employees, nor does the company intend to enter into any such agreement to provide services to the City of Clovis.

1.F: Financial Information & Ownership

Audited consolidated financial statements for the year ended 2023 have been provided under separate cover. The financial statements are prepared on consolidated basis that includes the parent company and related entities of Mid-Valley Disposal, LLC, as described in section 5.4.

The financial statements are evidence of the company's strong financial footing and available resources. Additionally, the company has access to approved credit facilities on which to draw for capital acquisition. We have included a letter from BMO that reinforces our financial strength and access to capital specifically for this proposal.

I, Joe Heisdorf, am the Chief Financial Officer of Mid Valley Disposal and the related entities presented in the consolidated financial statements provided. I hereby certify that, as of the date this proposal is submitted, there has been no material adverse event or change in the financial position of the company since the financial statement date.



Joe Heisdorf

Chief Financial Officer

Mid-Valley Disposal, LLC



October 28, 2024

Mid Valley Disposal
Mr. Joe Heisdorf
CFO
15300 W. Jensen Ave
Kerman, CA 93630

RE: City of Clovis, RFP for Recyclable and Organic Materials Collection, Processing, and Marketing

To the City of Clovis:

Mid-Valley Disposal (MVD) has been a client of BMO since 2014. MVD maintains multiple credit facilities with the Bank including a revolving credit facility. The company has been a strong performer over a long period of time. They operate with discipline and a management team that brings a conservative approach to capital preservation which has resulted in strong access to capital and liquidity, and low operating leverage. The bank's visibility extends throughout most of the privately held refuse companies throughout the state of California, and MVD is in a very elite class of operators. Based on our knowledge of the company, and the capital requirements needed to commence operations and adequately manage the terms of the contracts, we are confident in MVD's ability to deliver.

Should there be any follow up questions, please don't hesitate to reach out to me directly.

A handwritten signature in blue ink, appearing to read "Jim Halton", is written over the word "Sincerely,".

Sincerely,
Jim Halton
Managing Director, Regional Manager
Jim.halton@bmo.com
949-933-9321

Auto and General Liability Litigation 2019 – 2024

DATE OF INCIDENT	TYPE OF CLAIM	CLAIM NUMBER	DESCRIPTION	RESOLUTION STATUS
11/22/2019	Auto Liability	00242-024689-AB-01 & AB-02 & AB-03 & AB-04	Vehicle collision due to dust cloud, injuries reported	Closed, Settled
08/11/2020	Auto Liability	002042-027729-AB-01	Rear-end collision, injuries reported	Closed, Settled
10/19/2020	General Liability	002042-031332-GB-01	Injury on-site, injuries reported	Open, Pending
12/12/2020	Auto Liability	002042-029410-AD-01	Property damage caused by vehicle collision	Closed, Settled
11/22/2021	Auto Liability	002042-034542-AB-01	Vehicle collision, injuries reported	Open, Pending
04/03/2023	Auto Liability	002042-042650- AB-01 & AB-02	Vehicle damage, injuries reported	Open, Pending
03/20/2024	Auto Liability	002042-048869-AB-01	Unpreventable vehicle collision caused by 3rd party, injuries reported	Open, Denied

1.G.2: **Fines and Penalties**

Other than those amounts indicated in the section above, Mid Valley Disposal has no fines, penalties, settlements, or damages to report.

1.G.3: Satisfactory Performance in Other Agreements

An extensive list of local agencies where MVD provides franchise collection and processing services is shown in **section 1.B.** of this proposal. MVD encourages the City to contact those agencies to learn more about our contract performance and involvement in those communities. MVD has not incurred liquidated damages or any defaults with franchise agreements in 20+ years of serving the central valley.

2: Technical Proposal for Services

2.A: Recyclable Materials Collection

Mid Valley Disposal takes a holistic approach to launching new services by actively engaging City of Clovis stakeholders, including customers, Public Works, and the Sanitation Department. With extensive experience meeting fixed deadlines for recycling collection transitions, we combine our expertise with stakeholder insights into city services and resident needs to ensure successful outcomes.

Local Knowledge + Industry Expertise = Customer Appreciation

Recyclable Materials Collection

With years of experience managing recycling collections across rural, suburban, and urban areas, Mid Valley Disposal has established standard procedures to ensure reliable outcomes. Our team has extensive expertise in scheduling weekly residential, multi-family, and commercial recycling services.

For residential routes, we conduct thorough route audits to assess cart set-out rates, traffic patterns, safety zones (e.g., near schools), and areas requiring specific access, like private streets or alleys. For multi-family and commercial services, we perform site visits to verify container placements and access details (e.g., keys, remote codes), which are digitized into our routing database.

Our route schedules align with the city's trash collection schedules, and start/end points are designed to avoid delays. Using geo-coded customer data, our routing software optimizes routes with safety in mind, prioritizing right-hand turns. To minimize noise disturbances, commercial stops near residential areas are sequenced later in the route, preventing early-morning collections.

In the rare event of a noise complaint, our Route Supervisor investigates immediately, adjusts routes as needed, and follows up to ensure the issue is resolved.

Collection Methodology

To streamline our approach as recommended by the city, the following outlines our collection methodology for recyclable and organic materials across residential, multi-family, and commercial customers, noting any specific differences where relevant.

Mid Valley Disposal will use Automated Side Load (ASL) trucks for all residential, multi-family, and commercial cart collections, and Front End Load (FEL) trucks for bin collections. Each truck is equipped with two-way radios, onboard cameras, and service tablets to maintain real-time communication between drivers, supervisors, and dispatch.

Our drivers report and address any service issues, such as road closures or container accessibility, and can communicate immediate updates about delays, discrepancies, or safety concerns. Onboard cameras (3rd Eye System) provide safety monitoring, while GPS-enabled tablets sync customer data and track route progress in real-time. These tablets also allow seamless documentation of service discrepancies—such as contamination or overloading—through high-resolution photos added directly to customer records.

Service discrepancies are documented and included in the city's Daily Missed Collection Report, and the city can access GPS tracking of all Clovis-assigned trucks. Each route identifies service type (Commercial, Residential, or Multi-Family) and material type. Accounts are organized to facilitate compliance tracking and analysis of recycling programs, cross-referencing service types to ensure alignment with applicable regulations.

Contamination

Our recycling programs comply with City of Clovis and CalRecycle requirements for identifying and documenting contamination. Drivers are trained to distinguish between incidental and severe contamination and have the discretion to service or skip servicing a container when unsafe to do so. We generally favor courtesy collections for contaminated containers, providing education without customer inconvenience. In all cases, contamination is documented with a physical tag (one on the container, one submitted to dispatch), and recorded on the driver's tablet with high-resolution photos added to the customer account.

Our Dispatch, customer service, and Recycling Departments are notified of contamination, allowing the recycling department to provide follow-up education (see Section 2.M, Public Education and Outreach). The diagram below illustrates a typical weekday collection route for residential, multi-family, and commercial customers. Routes are scheduled to enter Clovis after 6:00 a.m. and exit before 6:00 p.m., with all recyclable materials transported to our Material Recycling Facility for processing. All the information regarding Materials Recovery Facility (MRF) processing will be found in Recyclable Materials Processing in **section 2.B** of our proposal.

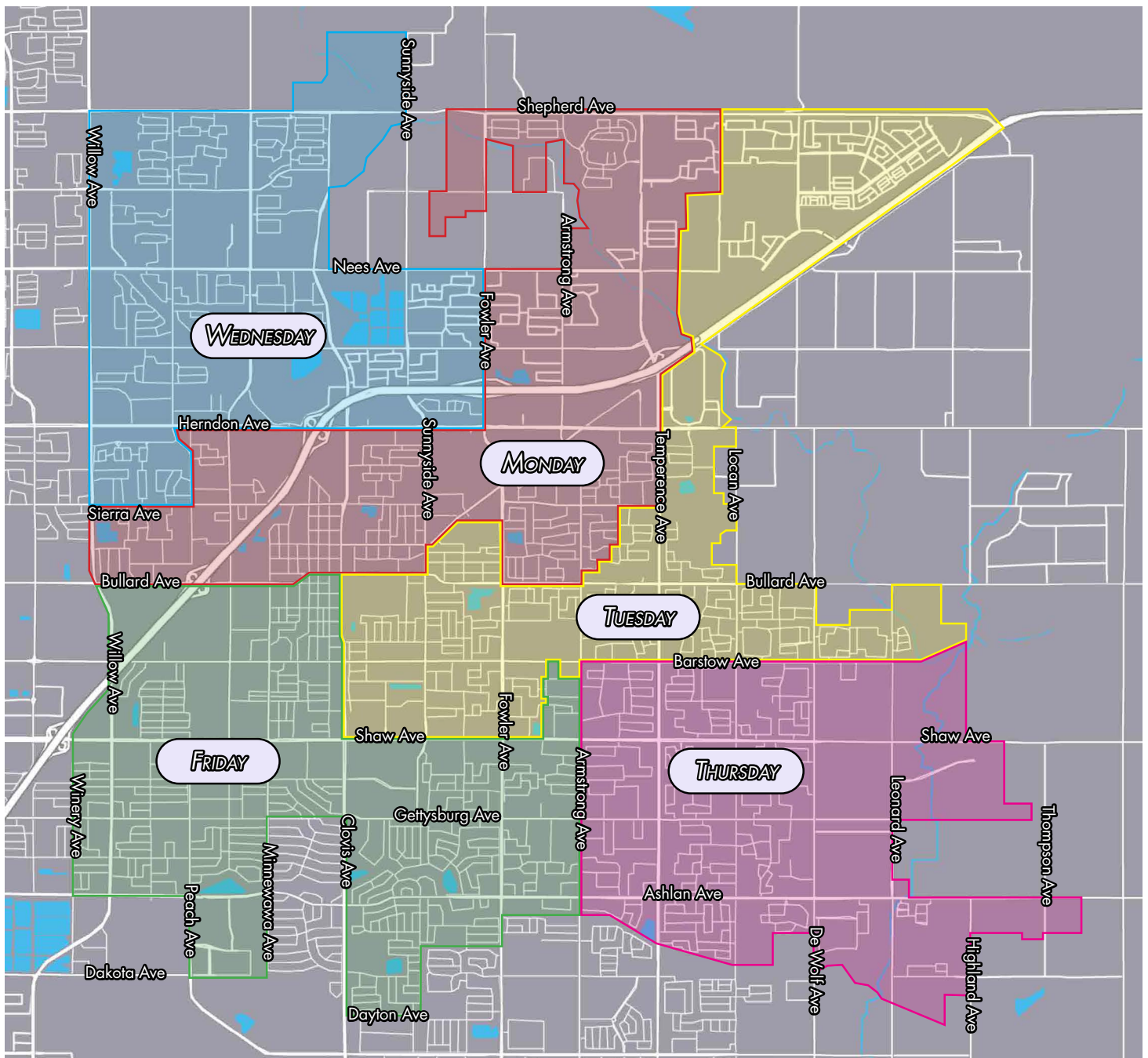
PROCESS



Mid Valley Disposal uses route management software directly connected to our back-office systems to provide accurate service details for drivers. This software records, analyzes, and reports jurisdictional tonnages across all waste streams, enabling streamlined reporting for regulatory compliance by tracking route productivity and weight data in a single platform. We are experienced in transmitting data via file upload, email, and direct web application entry.



Service Day Map



Mid Valley Disposal is committed to maintaining the City's existing solid waste collection schedule, ensuring continuity of service without disruption. We will uphold all collection days, times, and frequency as currently established, providing seamless service to the City's residents and businesses.

Employee Transition

All drivers, whether transitioning from Republic Services or newly hired, will undergo comprehensive training in recycling programs, contamination handling, service standards, and ‘The Mid Valley Way.’ This approach, grounded in the Kalpakoff family’s values, ensures consistently excellent service and includes:

- **Safety First:** Safe completion of assignments is our top priority.
- **Skilled Employees:** We recruit, retain, and reward highly skilled personnel.
- **Customer Focus:** Employees are trained to give customers the benefit of the doubt, reducing complaints and fostering goodwill.
- **Neighborhood Pride:** Drivers treat routes as their own, ensuring upright cart placement, closed lids, and prompt cleanup of spills.
- **Commitment:** We follow through on promises to build trust.
- **Proactive Communication:** GPS and digital systems enable real-time updates, documentation, and timely issue resolution.

All employees will receive thorough training in identifying hazardous and unpermitted wastes, with a focus on flammable, combustible, and explosive materials. Our Hazardous/Unpermitted Waste Screening Protocol will be submitted for city review to align with local emergency response procedures.

Our Fresno operations provide Clovis with economies of scale, and we anticipate some Republic Services drivers may stay with Republic or experience attrition before the start date. To ensure seamless service, we are prepared to recruit, hire, and train additional drivers at our other locations well before the start date, ensuring a full, ready team to meet operational needs.



Equipment to be Utilized

Our truck deployment plan for residential, multi-family and commercial collections are as follows. Our standard crew size is one driver per vehicle. All trucks will be outfitted with leakproof compartments to store motor oil & filter collections, replacement motor oil and filter kits, containers for batteries, cell phones, and CFL. Each truck will have a spill kit on board, and broom and shovel for litter. All trucks will be equipped with the sign boards as specified in the draft agreement 5.5.B. All vehicles will meet the 2020 Heavy Duty Vehicle emissions requirements.

Truck Type	Qty	Route Assignment	Manufacturer	Make	Model	Year	Size
Automated Side Loader	5.5	Resi, Comm, and MF – Recycle Carts	AMREP	Peterbilt	520	2024	36 yd
Commercial Front Loader	2	Comm, and MF – Recycle Bins	AMREP	Peterbilt	520	2024	40 yd
Bin Truck	.5	Resi Cart; Comm Bin Delivery/ Removal/Exchange	Kenworth	Flatbed	T270	2023	24’ Bed

Containers to be Utilized

Our container deployment will be managed by two trusted partners: Toter will supply all necessary carts, and McLaughlin will supply all bins. Each cart will feature SB 1383 compliant colors and labeling that displays our company name, contact information, and guidelines for acceptable and prohibited waste. Full hot stamps for carts and bin labeling will be submitted to the city in advance for feedback and approval.



Type	Size	Material Type	Manufacturer	Quantity
Cart	64 gallons	Recycle	Toter	400
Cart	96 gallons	Recycle	Toter	800
Bin	1 Yard	Recycle	McLaughlin	93
Bin	2 Yard	Recycle	McLaughlin	280
Bin	3 Yard	Recycle	McLaughlin	289
Bin	4 Yard	Recycle	McLaughlin	147
Bin	6 Yard	Recycle	McLaughlin	12

Toter
CART RENDERING

CUSTOMER: MID VALLEY DISPOSAL
PRODUCT #: 99796
DESCRIPTION: 96 GALLON
BODY COLOR: 705 BLUE
LID COLOR: 705 BLUE

A blue recycling cart from Toter, manufactured by Mid Valley Disposal. The cart features the company logo and name. It includes instructions: "PLACE CART WITH ARROWS FACING STREET FOR COLLECTION" and "RECYCLABLE ONLY".

NOTE: Due to the nature of the hot stamping process, this image may vary slightly and will not be as distinct when stamped onto the plastic container. Placement of Hot Stamps and/or (M/L's, may also vary slightly in location when actually stamped on product. Colors are simulated and may or may not be these exact colors when manufactured.

11.2024

2.B: Recyclables Materials Processing

MATERIAL RECOVERY FACILITY (MRF) and PROCESSING LINE

Recyclable materials are delivered to our MRF in Fresno. This site includes a 50,000 sf MRF, 46,000 sf Transfer Station, a 2,000 sf vehicle and equipment Maintenance Building, a 4,700 sf Administration and Visitor Center, and two truck scales. MVD has owned and operated this facility since October 2014.

Facility Address: 2721 South Elm Avenue

Solid Waste Permit No. : 10-AA-0188

Permitted Capacity: 2,000 Tons Per Day (TPD)

This location is home to our state-of-the-art facility processing 35 tons per hour of commercial and residential recycling. Mid Valley Disposal continued to invest in the San Joaquin Valley by redesigning and upgrading the comingled recyclables processing line in 2017. The newly designed line increased throughput and currently processes recyclables from 17,500 Commercial accounts and 112,000 households. Recyclable material is processed over an advanced CP Group sort recycling system or MRF, composed of multiple disc screens, a Trommel, and features three optical sorters to remove contaminants. This new technology accomplishes a 95% recovery rate and produces cleaner material. Recyclables processed through the system include corrugated cardboard, newspaper, office and mixed paper, aluminum and tin cans, HDPE plastic bottles, PET plastic bottles, and glass.

Quality control is maintained at multiple points in the process to produce the best outcome. All residual waste that remains after being processed at our Elm facility is transported to the American Avenue landfill.



2.C: Recyclables Materials Marketing

- 1. MVD has been marketing its own materials since 2006 when it opened its Kerman facility. Because of MVD's rigorous contamination monitoring initiatives, which start with accute driver observation and reporting during collection activities and include contamination monitoring on a consistent case-managed basis, MVD has always been able to move its materials—even through downcycles and commodity market disruptions. The key to MVD's strategy is to market and sell its material direct and not rely on 3rd party brokers. This means that MVD is intimately familiar with trends and changes in quality standards and specifications, and which buyers offer the best value. MVD sells materials through individual POs in order to capture the best pricing at any given time. A Isiting of buyers by commodity and 12 month pricing is provided below.
- 2. Because MVD is both collector and processor, the city can be assured that MVD will always work in partnership with the City, residents, and businesses to keep diversion strong and contamination in check. This also means that MVD processing systems remain up-to-date to optimize pricing and recovery rates—which has a direct benefit to the City rebates and customer rates. The relationship between MVD, its municipal clients, the materials it collects and must sell, brings reassurance to the City that MVD will not knowingly send recyclable materials to the landfill.
- 3. MVD has been processing recyclables at its own MRF for almost 20 years. In that time, we have seen many cycles and disruptions in commodity demand and pricing. Our conservative approach to budgeting and forecasting is informed by our experience. Through diligent processing standards, we have earned a reputation for producing clean materials, which partially insulates us from changes in quality specifications. We also operate multiple transfer station facilities with adequate storage space in those severe cases where large amounts of product cannot be moved. Working through regulatory changes, economic disruption, and pandemics, MVD stays committed to meeting diversion goals and commitments.
- 4. Our sort line is designed to maximize recovery through optical sorting technology, which endures a 95% or greater recovery rate of all comoodities. Additional qaulity control and hand sort stations ensure that actual recovery rates are higher and that the commodities are marketable with little to no contamination.

Established Buyers

	PRIMARY	SECONDARY
PET B	C0458--KT RESOURCES INC.	C0440--BLACKBRIDGE
SRPN #56	C0454--FIBRE TRADE INC.	C0460--Linden Trading Company, Inc.
OCC #11	C0418--OI-ABLE	C0467--Winfibre (U.S.) Incorporated
MIXED PAPER	C0008--BERG MILL SUPPLY CO	C0454--FIBRE TRADE INC.
HDPE MIXED	C0358--MING'S RESOURCE CORP	C0008--BERG MILL SUPPLY CO

HDPE NATURAL	C0358--MING'S RESOURCE CORP	C0008--BERG MILL SUPPLY CO
MIXED RIGID PLASTIC	C0425--UNIVERSAL COMMODITY SERVICES INC.	C0008--BERG MILL SUPPLY CO
PP #5-MIXED PLASTIC	C0358--MING'S RESOURCE CORP	C0533--POLYFIT INC
ALUMINUM CANS	C0358--MING'S RESOURCE CORP	C0417--GOTTLIEB, INC
METAL	C0175--SCHNITZER RECYCLING	C0269--SA RECYCLING
TIN	C0175--SCHNITZER RECYCLING	C0269--SA RECYCLING
GLASS	Strategic	Halo

Assumed Characterization for Curbside Residential

	% OF STREAM	PRICE	CRV	NET VALUE/ TON	WEIGHTED VALUE
PET B	1.80%	234.54	1,190.00	1,424.54	25.64
SRPN #56	9.20%	23.26		23.26	2.14
OCC #11	29.50%	121.66		121.66	35.89
MIXED PAPER	2.60%	41.31		41.31	1.07
HDPE MIXED	1.50%	240.06	64.75	304.81	4.57
HDPE NATURAL	0.84%	559.06	64.75	623.81	5.24
MIXED RIGID PLASTIC	1.46%	32.29		32.29	0.47
PP #5-MIXED PLASTIC	0.70%	54.22		54.22	0.38
ALUMINUM CANS	0.94%	1,318.00	3,240.00	4,558.00	42.85
METAL	2.20%	95.38		95.38	2.10
TIN	2.02%	195.00		195.00	3.94
GLASS	8.24%	(18.15)	54.12	35.97	2.96
Residual	39.00%	(48.00)		(48.00)	(18.72)
Total	100.00%				\$ 108.53

Commodity

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12-mo AVG
PET B	165	175	168	188	202	230	254	253	283	280	270	285	235
SRPN #56	15	20	20	20	20	20	20	20	44	35	35	35	23
OCC #11	113	95	106	123	116	131	129	140	141	132	130	125	122
MIXED PAPER	29	36	32	35	35	27	20	46	37	48	53	50	41
HDPE MIXED	210	255	290	236	310	310	270	280	185	180	190	193	240
HDPE NATURAL	470	450	455	450	460	475	490	540	560	590	655	763	559
MIXED RIGID PLASTIC	30	30	30	31	26	26	26	29	28	28	30	70	32
PP #5-MIXED PLASTIC	60	60	60	60	60	60	60	60	60	45	30	30	54
ALUMINUM CANS	1,200	1,200	1,200	1,240	1,220	1,260	1,520	1,520	1,520	1,219	1,400	1,480	1,318
METAL	95	95	95	95	95	95	95	95	95	45	107	85	95
TIN	192	192	198	198	195	195	195	205	205	215	205	205	200

2.D: Organics Materials Collection

Our proposed approach to organic material collection are identical to our recyclable material collection enumerated in **section 2.A** with the following notations.



Organic materials collected will be dumped at our transfer station located at 2721 S Elm Ave, in Fresno, and will be subsequently transferred to our Kerman Compost operations located at 15300 W Jensen Ave. This process is explained in more detail in the Organic Materials Processing located in **section 2.E** of our proposal.

Truck Type	Qty	Route Assignment	Manufacturer	Make	Model	Year	Size
Automated Side Loader	5.5	Resi, Comm, and MF – Organic Carts	AMREP	Peterbilt	520	2024	36 yd
Commercial Front Loader	1	Comm, MF – Organic Bins	AMREP	Peterbilt	520	2024	40 yd
Bin Truck	.5	Resi Cart, Comm Bin Delivery/ Removal/Exchange	Kenworth	Flatbed	T270	2023	24’ Bed

Containers to be Utilized

Our container deployment will be managed by two trusted, experienced partners: Toter for all necessary carts and McLaughlin for bins. Each cart will be in SB 1383 compliant colors and labeling that displays our company name, contact details, and guidelines for acceptable and prohibited waste. Full hot stamps for carts and bin labeling will be submitted to the City for review and approval. Additionally, we offer alternative-sized organics carts for customers in Planned Unit Developments, HOAs, condos, and townhomes upon request to accommodate space constraints.

Type	Size	Material Type	Manufacture	Quantity
Cart	64 gallons	Organics	Toter	200
Cart	96 gallons	Organics	Toter	600
Bin	1 Yard	Organics	McLaughlin	202
Bin	2 Yard	Organics	McLaughlin	62
Bin	3 Yard	Organics	McLaughlin	4
Bin	4 Yard	Organics	McLaughlin	4
Bin	6 Yard	Organics	McLaughlin	0



2.E: Organic Materials Processing

ORGANICS COMPOSTING FACILITY

Green Waste and Organics are processed at our facility located in Kerman. This site includes a new state-of-the-art Green and Food Waste Composting Facility, Food Depackaging System, 34,250 sf Material Recovery Facility and Transfer Station, 6,840 square foot Vehicle and Equipment Maintenance Shop, 6,097 square foot Administration Office, and Truck Scales. MVD has owned and operated this facility since 2008.

Facility Address: 15300 West Jensen Avenue

Solid Waste Permit No.: 10-AA-0201

Permitted Capacity: 1,500 Tons Per Day (TPD)

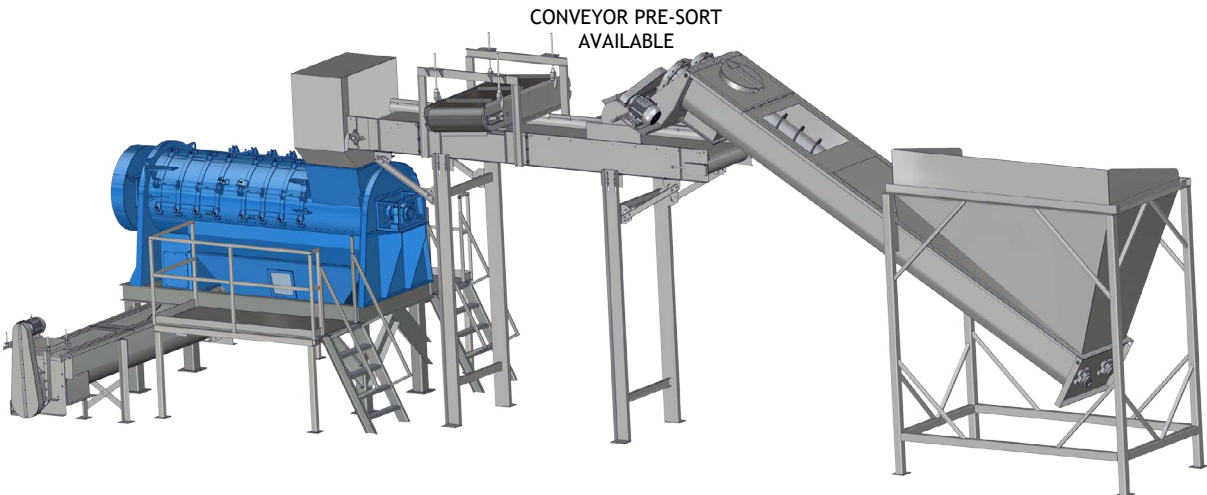
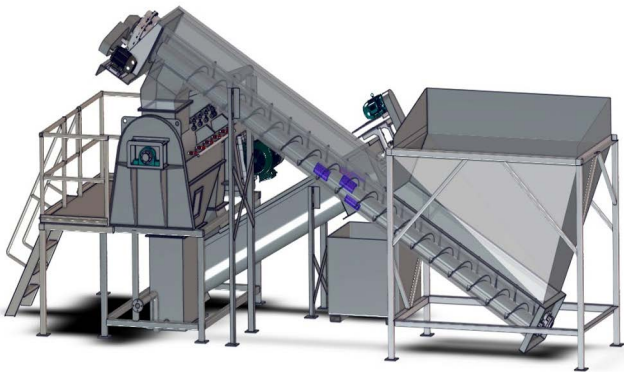


Mid Valley Disposal received multiple competitive CalRecycle Organics Grants for development and expansion of an organics processing facility. Operations began in 2017 and expanded in 2020. The 28-acre site includes a food depackager and 24 composting bunkers for processing food and green waste collected by MVD specifically designed for SB 1383 compliance.

MVD utilizes the GORE® covered aerated static pile system. When fully scaled, MVD's compost facility can process over 82,000 tons annually. The GORE® Covered System is a clean technology with a 95% retention rate of odor and VOC's. Other attributes of the system include a small facility footprint, low energy requirements, greater than 99% containment of bio-aerosols, reduced odor, and production of compost within 8-10 weeks.

THOR TURBO Separator

In 2022 CalRecycle awarded MVD an Organic Programs Grant of a new Scott Thor Turbo Separator. The new equipment began operation in the spring of 2023. This state-of-the-art system separates packaging material from food waste so it can be added to the composting process. This investment in advanced processing emphasizes MVD’s effort to increase organic waste diversion.



SWFP: Kerman Recycling and Transfer Station

SOLID WASTE FACILITY PERMIT

10-AA-0201

1. Name and Street Address of Facility:

Mid Valley Disposal Recycling and
Transfer Station
15300 W. Jensen Avenue
Kerman, CA 93630

2. Name and Mailing Address of Operator:

Mid Valley Disposal, Inc.
15300 W. Jensen Avenue
Kerman, CA 93630

3. Name and Mailing Address of Owner:

Kalpakoff Properties, LLC
15300 W. Jensen Avenue
Kerman, CA 93630

4. Specifications:

- a. Permitted Operations: ☒ Transfer/Processing Facility (MRF) ☒ Other: In-Vessel Digestion (IVD)
☒ Composting Facility (MSW/green material/C&G)

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 6:00am – 7:00pm Monday - Saturday

Ancillary Operations/Facility Operating Hours: 24 hrs/day, 7 days per week

c. Permitted Maximum Tonnage: 1500 Tons per Day

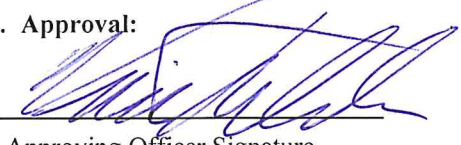
d. Permitted Traffic Volume: 443 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Transfer/Processing	Composting	IVD
Permitted Area (in acres)	38	31.3	5.5	1.2
Design Capacity (cu.yds)		49,000	218,686	10,900

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:


Approving Officer Signature

Vincent Mendes
Director of Environmental Health

6. Enforcement Agency Name and Address:

County of Fresno
Department of Public Health
Environmental Health Division
1221 Fulton Mall, Third Floor
Fresno, CA 93721

7. Date Received by CalRecycle:

May 10, 2018

8. CalRecycle Concurrence Date:

June 7, 2018

9. Permit Issued Date:

June 11, 2018

10. Permit Review Due Date:

August 12, 2029

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0201**12. Legal Description of Facility:**

The legal description of this facility is contained in page 2 of the Transfer Processing Report dated February 2018.

13. Findings:

- a. This permit is consistent with the Fresno County Integrated Waste Management Plan, which was approved by CalRecycle on June 25, 1997 and updated August 27, 2013. The location of the facility is identified in the Non-disposal Facility Element pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The North Central Fire Protection District has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.
- e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2012121002) and adopted by the City of Kerman on February 20, 2013. The Mitigated Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on February 28, 2013.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer Processing Report and approved amendments thereto and as approved by the enforcement agency.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Transfer Processing Report and Amendments	1/2023		
Storm Water Discharge Order No. WDID #5F101021076	8/20/2007		
Conditional Use Permit 12-02	9/11/2012		
Mitigated Negative Declaration (SCH #2012121002)	10/18/2012		
Mitigated Negative Declaration (SCH #2005101082)	11/2006		

SOLID WASTE FACILITY PERMIT

Facility Number:
10-AA-0201

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0201**17. Enforcement Agency (EA) Conditions:**

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times. The operator shall notify the LEA by telephone within 24 hours of all incidents.
- c. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq and associated regulations.
- d. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- e. A copy of this permit shall be maintained at the facility.
- f. A copy of the Transfer Processing Report (TPR) shall be maintained at the facility.
- g. A copy of the Odor Impact Minimization Plan (OIMP) shall be maintained at the facility.
- h. Municipal solid waste shall be removed from the facility within 48-hours of receipt, or up to 7 days if approved by the LEA. The request must be made in writing in a form of email or letter.
- i. Food material, green material and chip & ground green materials shall be removed from the facility or incorporated into compost rows within 48-hours of receipt, or up to 7 days if approved by the LEA. The request must be made in writing in a form of email or letter.
- j. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- k. The operator shall review the Odor Impact Minimization Plan (OIMP) annually to determine if any revisions are necessary.
- l. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of flies, rodents, or other vectors, and animals, and to minimize bird attraction.
- m. The operator shall conduct sampling requirements, maximum metal concentrations, pathogen reduction, and general record keeping requirements as specified in Title 14 California Code of Regulations.

2.F: Organic Materials Marketing

MVD produces a variety of finished grades of compost which is largely marketed to the local agricultural spreaders. MVD also provides compost to local jurisdictions to meet SB 1383 procurement requirements.

Through the use of the THOR food separator, the contamination processing line, and on-the-ground sorting, MVD can ensure a high level of diversion while producing a marketable and clean product.

MVD will not landfill source-separated organic materials. MVD does not own a landfill which is why the company invests in appropriate technology to efficiently process and market the materials it collects. MVD can provide assurance to the city that no source separated organic materials are landfilled through reporting, log book inspections, and site inspections.

In the past 12 months MVD has sold over 20,000 tons of compost for agricultural use to 4 different operators, several of which have procured compost consistently for the past 4 years. Established relationships with local spreaders and growers ensures an outlet for compost produced and sustains the economic viability of the processing operation even during fluctuations in feedstock volumes. MVD's facility is over 20 acres (with room to expand) which allows for adequate storage during heavy years.

MVD sells compost and mulch products to municipalities for use in field turf, landscaping and erosion control, with over 5,000 tons sold just in the past year. With more jurisdictions coming into compliance with SB 1383, we have seen an increase in demand for this market, which will only grow as regulations are enforced.

Finish grades of compost include:

- **3/8" fine compost**
- **Compost mulch**
- **5/8" bulk compost**
- **Bagged compost**

Lastly, MVD has its own compost bagger and has developed a branded compost bag for retail sale of fine compost. These bags are an effective way to get compost to local residents through hardware stores or giveaways at clean up events. This is another value added service MVD can offer the city of Clovis.



2.G: Ancillary Services

Proposal Section 5.5.7.1(1) Ancillary and Optional Services

3a. Sharps Collection Program: Mid Valley Disposal currently operates a comprehensive Sharps Waste home delivery program, which we are prepared to extend to Single-Family and Multi-Family Dwelling Unit customers in your community. Upon request, we will deliver an approved sharps container directly to a customer's home within one (1) week. Each delivery will include recycling awareness materials and detailed instructions for participating in the Sharps Collection Program.

To ensure maximum convenience and safety, our program utilizes 1.4-quart, postage-paid sharps containers approved by the United States Postal Service for secure shipment. Customers can take advantage of this mail-based service at no charge, receiving one (1) sharps container/mailling kit per calendar year, with the option to purchase additional containers as needed. All collected sharps are autoclaved in compliance with local, state, and federal regulations at HealthWise Services, a locally owned and operated sharps processing facility.

3.b. Alternative Sharps Collection Program for Consideration by City. As an alternative sharps collection program, we propose establishing a partnership with MED-Project. This collaboration would provide residents with free, convenient mail-back options for safe sharps disposal, supporting compliance with California's SB 212 and promoting safety and environmental stewardship.

To enhance community engagement and awareness, we will work with MED-Project to create and distribute targeted informational materials, including brochures and online advertisements. These resources will detail the program's benefits and guide residents on how to use the mail-back service. By incorporating these materials into local outreach efforts, we can ensure residents understand and utilize the program effectively, fostering a safer community.



<https://med-project.org/locations/california/sharps/program-information/>



3c. Alternative Sharps Collection Program for Consideration by City. Recognizing that the City already maintains three Sharps Kiosk locations, Mid Valley Disposal proposes partnering with an approved vendor to expand this program by adding five (5) additional kiosks at locations mutually agreed upon by the City and Mid Valley Disposal. These additional kiosks would be strategically installed in accessible areas at Fire Departments and Police Stations, providing residents with convenient, secure options for sharps disposal.

To increase awareness and educate residents on proper sharps disposal, Mid Valley Disposal will implement a community outreach initiative. This will include distributing informational fliers, sending email notifications, and posting updates on social media. These materials will provide details about the expanded kiosk locations, proper disposal practices, and program benefits. Each Sharps Kiosk will be serviced regularly by an approved vendor to maintain safety and regulatory compliance, supporting the city's goals for a cleaner and safer community.

This expanded program offers an efficient solution for managing sharps disposal, helping to reduce environmental risks and promote public safety.

4. Battery and Cellphone Collection Program. As a special added service, MVD will collect discarded batteries and cell phones that customers place in clear, zip-lock or tie-close plastic bags on top of their recyclable

materials carts. Upon request, MVD will also provide multi-family complexes with designated and CFL recycling receptacles ("Battery Buckets") to safely collect these materials. MVD will collaborate with property managers and owners to determine the most convenient and environmentally responsible locations for these Battery Buckets within each complex. Furthermore, MVD will promptly deliver educational materials and additional Battery Buckets within five (5) working days of any request, ensuring our customers have easy access to responsible recycling solutions.



Our Elm Transfer and Processing Station features a fully operational Household Hazardous Waste Receiving Area, where collection vehicles can drop off any contract-required HHW items collected during their routes, such as Batteries, Cell Phones, Sharps, Used Motor Oil, Used Oil Filters, and CFLs. Our trained Yard Attendants carefully remove these items from the trucks, ensure they are properly contained and stored, and manage their shipment in full compliance with local, state, and federal regulations. This process upholds our commitment to the highest standards of safety and environmental responsibility.

2.H: Optional Services

Multi-family Kitchen Pail Program

As a leader in waste management, Mid Valley Disposal recognizes the crucial role of community engagement in advancing sustainability initiatives. We are well-positioned to assist the city in delivering countertop food waste collection pails to multi-family units, a program we have successfully implemented in all our contract cities since the enactment of SB 1383 in January 2022. Over the past two years, we have actively participated in the distribution of food waste pails, including those purchased by other jurisdictions through their SB 1383 local assistance grants.



Our comprehensive countertop food waste collection program is designed to facilitate the recycling of food scraps across all of our contract cities. By personally delivering high-quality collection pails, we empower households to engage in waste diversion efforts. Our dedicated Recycling Department provides tailored educational resources and support alongside the pails, ensuring residents understand the significance of their contributions to reducing landfill waste and enhancing organic recycling. This proactive approach not only reinforces our company's commitment to sustainability, but also positions Mid Valley Disposal as a valuable partner in achieving California's environmental goals.

Commercial Container Cleaning and/or Exchange

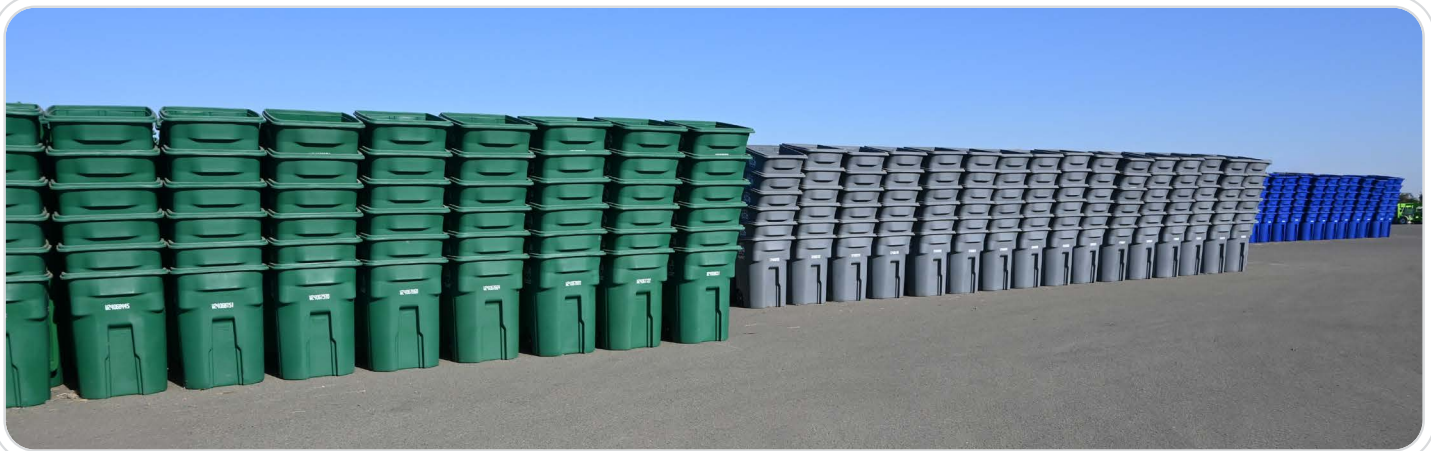
We are pleased to offer our customers—including commercial, residential, and multi-family properties—one (1) complimentary cart exchange per calendar year. This service is designed to ensure that our customers have access to well-maintained containers that meet their waste management needs. For customers requiring additional exchanges beyond the annual allowance, we provide options for extra cart or bin exchanges at a nominal fee.

Our exchange policy covers containers exhibiting general wear and tear or unpleasant odors, ensuring that our customers maintain a clean and hygienic waste disposal environment. Containers damaged beyond normal wear and tear, such as those affected by fire, will be replaced for an additional fee. This comprehensive exchange program underscores our commitment to customer satisfaction and operational excellence, positioning our company as a responsive and responsible partner in waste management.



2.1: Implementation Plan

In the past few years, Mid Valley Disposal has successfully transitioned services for **32,000 residential** and **2,000 commercial** customers in **6 municipalities**. The transitions were from **4 different haulers**.



Within a 3 month span, MVD was able to secure over 20,000 SB 1383 compliant carts and roll out services for 2 cities

Each transition of solid waste services is unique. Mid Valley Disposal has developed a successful formula for the planning and execution of intricate service transitions. Using our proven template, we collaborate with the city, and key stakeholders, to implement programs that foster new behaviors and highlight the necessary link between education, waste prevention, and reduction activities. We have a track record of working with stakeholders to ensure resources are procured, distributed in a timely manner, and employees are prepared to deliver excellent service from day one.

Our approach to this process includes three key components.

Collaboration: An early engagement strategy with all stakeholders – the city, the incumbent, and the community – assures that all perspectives are weighed and gives a framework to the Master Implementation Schedule. Transparent communication is essential, and MVD recommends an initial discussion with each stakeholder group, followed by regular meetings once the contract is signed.



Intelligent Project Planning: We have included our Master Implementation Schedule as a blueprint to demonstrate our understanding of the planning process, identify specific tasks, and consider the required lead time to accomplish the overall plan. Years of experience allow our team to stay agile when additional details arise.



Expertise & Experience: Our team has extensive experience in transitioning large-scale waste and recycling services in cities throughout the Valley. As we meet with stakeholders, tasks are assigned to an MVD team member with the necessary experience and authority to complete their tasks within the specified timeframe.



After careful study of the City's RFP and addendums, we conducted our own field studies and audits to validate the current services being provided.

Planning

Implementation Schedule

The Clovis Implementation Schedule will go into effect immediately following approval of the franchise agreement. The breadth of the schedule below speaks to the experience, thought, and care Mid Valley Disposal has when serving a new community. Our priority is to consider the perspectives of residents and businesses and fulfill all our contractual obligations to the City of Clovis.

Month	Task	Accountable	Description
JAN 2025	Implementation Kick-off Meeting	MVD TEAM CITY OF CLOVIS	Management Team meeting with City Staff, introductions, roles and responsibilities, implementation schedule overview, review assignments, communications, schedule reoccurring implementation meetings with City Staff as needed.
FEB 2025	Submit Container Labeling for Approval	MVD TEAM CITY OF CLOVIS	Submit draft of bin labeling and cart hot stamps for approval.

JAN 2025	Clovis Chamber of Commerce (ongoing)	MVD RECYCLE TEAM	Join the Chamber, and engage with the business community to assist business owners and managers with the transition to the new recycling and organics programs.
FEB 2025	Billing data reconciliation	MVD ADMIN TEAM CITY OF CLOVIS	City to provide customer data file for verification and input into MVD Customer Data Base.
FEB 2025	Validate City data to routing	MVD ADMIN TEAM CITY OF CLOVIS	Verify service levels with billing detail and reconcile discrepancies. Work collaboratively with City Staff to address data concerns.
MAR 2025	Place Order for New Commercial Containers	MVD OPS TEAM CITY OF CLOVIS	Submit purchase order for new multifamily & commercial containers (bins & carts) for delivery to an approved local facility to be staged for assembly & distribution to customers.
MAR 2025	Confirmation of Service Requirements at City Facilities, Parks, and Downtown Containers	MVD OPS TEAM CITY OF CLOVIS	In coordination with City Staff, we will visit each of the sites where City Services are located. We will confirm the service levels, conduct a hazard assessment, note gates, locks, and enclosures. This service data will be incorporated into our long-term routing plans.
MAR 2025	Audits & assessments for Commercial & Multi-family customers	MVD OPS AND RECYCLE TEAM	Operations Teams will perform on-site container and location assessments gathering service data which will be incorporated into our Long-Term routing plans and new container delivery methods. Teams will identify and document safety hazards, space limitations, accessibility, locking systems, and other site-specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.
MAR 2025	Draft & Finalize communications of new Service Provider	MVD RECYCLING DEPARTMENT / MARKETING CITY OF CLOVIS	Incorporate print, digital media, and local periodicals to introduce Mid Valley Disposal as the new franchise hauler. Provide city-wide communications of new hauler information, detailing new and existing programs, references to MVD web site, and implementation FAQ's. Schedule dates for mailed inserts through city billing, forecast newsprint posts, and distribute digital media throughout collective departments.
MAR 2025	Source Local Office	MVD OPS AND ADMIN	Review, visit, and compare available properties in the City of Clovis to house our customer service office.

APR 2025	Collaborate with City to draft Residential Route Plan for Recycling and Organics	MVD OPS AND ADMIN CITY OF CLOVIS	We will work with City to fully understand their existing residential routing structure and will collaborate how to best integrate our own recycling and organics collections to complement the City schedule. We will engage with ongoing route assessments to capture information critical to early implementation success (e.g. gate codes to private roads, alley use, identify potential route hazards like low wires, walk in locations, etc). This service information that we will incorporate into route plan database.
APR 2025	Finalize and approve recycling outreach and education collateral	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Coordinate with City Staff on recycling outreach and education brochures for distribution through print, digital and local periodicals
APR 2025	Big Hat Days	MVD RECYCLING DEPARTMENT AND OPS TEAM	Participate in fun weekend of Big Hats Day in Downtown Clovis. Staff an interactive educational booth that delivers prizes, recycling games, and in- person education through our knowledgeable recycling coordinators.
APR 2025	Clovis Rodeo April 2025	MVD RECYCLE AND OPS TEAM	Seek an opportunity with organizers to showcase services offered to the community. Compost giveaway to be mutually agreed upon.
MAY 2025	Transition meeting with Republic Service regarding containers	MVD OPS TEAM, AND REPUBLIC SERVICES	Collaborate with incumbent hauler on recycling and organics collection service transition. Scheduling old container removal process, new container delivery methods, and lines of communication throughout the transition.
MAY 2025	Engage with Republic Services to provide employee transition offers	MVD OPS, HR TEAM, AND REPUBLIC SERVICES	Coordinate communication with incumbent employees interested in transitioning to Mid Valley Disposal.
MAY 2025	Access Additional Employee Needed for Implementation	MVD TEAM	After accessing Republic employees interested in transitioning to Mid Valley, identify and recruit additional employee resources as needed. Schedule New Driver training at MVD Training Facility.
MAY 2025	Receiving and Assembly of new Commercial containers	MVD OPS	Receipt of new commercial containers at local staging grounds. Assemble, prepare, and label new bins and carts for distribution to commercial businesses and multi-family developments.
MAY 2025	Distribute Residential Implementation mailer	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Mail out 1st residential flyer introducing Mid Valley Disposal as their new recycling company, and detailing the program offerings in English, Spanish Punjabi, and Hmong. Incorporate flyer into print, digital media and local periodicals.

JUN 2025	Receiving and Fit Out of Collection Trucks	MVD OPS AND FLEET TEAM	We have committed deliveries of new AMREP / Peterbilt Collection trucks. Trucks will be fitted out with in-cab technology systems, sign boards, and will be road tested. We will tare weight the trucks at a certified scale, and we will provide all vehicle information to the City of Clovis prior to the start-up.
JUN 2025	Finalize new residential route plan	MVD OPS AND ADMIN CITY OF CLOVIS	Present route maps and plan to City for final review and feedback. Indicate route start and end points that will not impede City routes.
JUL 2025	Delivery of New Commercial & MFD Containers	MVD OPS TEAM AND REPUBLIC SERVICES	Execute the container exchange plan worked out collaboratively with Republic Services for commercial and multi-family units.
JUL 2025	Dry Run Residential & Commercial Routes	MVD OPS TEAM	Perform physical route drive runs transiting weekly route schedules and stops with various team members.
JUL 2025	Freedom Fest July 2025	MVD RECYCLE TEAM CITY OF CLOVIS	Participate in the 2025 Independence Day Celebration. Provide an interactive educational booth that delivers prizes, recycling games, touch a truck interactive, and in-person education through our knowledgeable recycling coordinators..
JUL 2025	Distribute Residential Implementation Mailer	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Mail out 2nd residential flyer introducing Mid Valley Disposal as their new recycling company, and detailing the program offerings in English, Spanish, Punjabi, and Hmong. Incorporate flyer into print, digital media and local periodicals.
AUG 2025	Mid Valley Disposal Collections Begin	MVD OPS TEAM	Begin commercial & residential collection operations. Kickoff safety meeting and tailgate with the Clovis Team.
AUG 2025	Post Implementation Report	MVD TEAM CITY OF CLOVIS	After action report and discussion detailing the entire implementation process.
AUG 2025	Billing data reconciliation final pass	MVD ADMIN CITY OF CLOVIS	City to provide updated data file to verify any changes to service levels.
SEP 2025	Waste Characterization Study	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Recycling department staff will conduct full waste characterization studies of all Residential and commercial collection loads.



November 6, 2024

Mr. Jay Fowler
Mid Valley Disposal
15300 W Jensen Ave
Kerman, CA 93630

REF: City of Clovis, CA Service Agreement, RFP Specifications Lines 1208-1297
Commitment Letter

Dear Mr. Fowler,

Toter is pleased to present information to Mid Valley Disposal for the City of Clovis' important bid. We are North America's pioneer and largest manufacturer of rollout cart systems. Toter utilizes our 60+ years of cart manufacturing experience and 35+ years of cart Assembly & Distribution to ensure that the provision of carts is a success for the City. We have a history of providing high quality products and excellent service to our customers, and Toter knows the importance of ongoing support and customer service which continues many years after carts are delivered. By selecting Toter, you are obtaining a supplier you and the City can depend on, now and in the future.

As you evaluate our submission, please consider the following:

- ✓ Toter has all of the assets in place to provide carts to the City. All products, manufacturing, and transportation, equipment and personnel are ready to go.
- ✓ Toter offers Mid Valley Disposal, and the City of Clovis, state of the art products which meet or exceed the intent of the City's specifications, production, uniform parts, and warranty requirements. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts – we have many Toter carts still in service ranging in age from 15 to 30+ years.
- ✓ RFP speaks to kicks and blows – Toter carts are manufactured utilizing a rotational molding process which yields a **HIGHLY IMPACT RESISTANT** cart. Our carts are designed with automated collection in mind - taking into account the impacts associated with that collection process. Because of our rotationally molded manufacturing process – Toter carts are designed to flex on impact – they are far less brittle than the alternative.

- ✓ Toters have a dome shaped lid - designed to prevent water from pooling. Toter lids sit on a rugged rim – designed to provide additional strength and keep water from running into the cart.
- ✓ Toter carts are engineered with a low profile design to better withstand winds overall, with the following thresholds for wind speeds by model. These thresholds represent maximum wind speeds measured just before the cart blew over.

Model	Average	Front	Side	Back
79296	46 mph	43 mph	46 mph	50 mph
79264	44 mph	40 mph	46 mph	46 mph
79248	44 mph	41 mph	40 mph	52 mph

- ✓ Per Mid Valley request - Our EVR II cart can accommodate this request as there are no penetrating points to the cart body. **Our design is seamless with no drilled holes – having sealed stop bar and axle journals.** This is not the case with all manufacturers.
- ✓ **Toter carts are easy to tilt and roll** – best in class ergonomics designed to ease the burden of getting carts to curb.
- ✓ Toter has a vast range of marking capabilities for Mid Valley to choose from as it pertains the City's labeling requirements. Toter has executed on various 1383 label conversions. We partnered with Mid Valley on its transition to new stamping – Toter is prepared to partner again for this project.
- ✓ Toter is pleased to offer the Mid Valley Disposal and the City of Clovis a **12-year full cart body warranty** (plus 10 years on all other cart components). This is the longest standard warranty of its kind in the industry, which exceeds requirements for a 12-year warranty specified in the Bid. No other company offers our industry leading standard term for warranties with the 12 year body warranty and 10 years of coverage on all other components.
- ✓ Toter carts offer Mid Valley Disposal and the City of Clovis the lowest total cost of ownership and the lowest carbon footprint. The carts proposed herein are also stackable / nestable when fully assembled (no other manufacturer's carts are nestable when fully assembled) to enhance route delivery productivity by up to 400% and reduce Mid Valley Disposal's and the City of Clovis' ongoing delivery costs. This also means fewer service trucks on the road and in turn less vehicle emissions. EVR II carts are more durable and last significantly longer than competitors' carts. Toter's EVR II carts quoted have interchangeable parts; 10" wheels, stop-bars, and lid hardware, which significantly reduces the need for parts inventory and creates familiarity when making repairs, leading

to additional efficiencies. Toter carts are 100% recyclable and include recycled content. All of these advantages point to a product that will be environmentally friendly and highly sustainable.

- ✓ Toter will deliver carts within 8 weeks from Toter's receipt in writing of a Purchase Order, Order Confirmation, and Markings Approvals from Mid Valley Disposal, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws.

If you have questions, please contact Michael Lynn, Regional Sales Manager, 916-203-9640, mlynn@wastequip.com.

Thank you again for the opportunity to participate in this process.

Sincerely,



Laura P. Hubbard
Director of Municipal Sales
Toter, LLC

LPH/kkc



November 14th, 2024

Randy Devaney
Mid Valley Disposal
2721 S. Elm Ave.
Fresno, CA 93706

Re: 2025 RFP, Clovis

Dear Randy,

Amrep Mfg Co., a refuse body manufacturer located in Ontario, California, appreciates the opportunity to support Mid Valley Disposal with the equipment outlined in the 2025 Clovis RFP. This letter confirms that equipment received by April 7th, 2025, will be delivered and ready to service your accounts on or before August 1, 2025.

Amrep has been a trusted supplier of refuse equipment for Mid Valley Disposal and other industry partners for over 40 years, consistently working to ensure all equipment meets or exceeds customer specifications and requirements.

We would be pleased to provide Mid Valley Disposal with the necessary collection bodies for this RFP and are committed to delivering maintenance and service support upon delivery and throughout the warranty period.

Sincerely,

Scott Mattson
Vice President, General Manager
Amrep Mfg Co, LLC

Amrep Manufacturing Co, LLC
1555 S. Cucamonga Ave. Ontario, CA 91761
PH: 909 923-0430 FAX: 909-923-2485



November 15, 2024

Jonathan Kalpakoff

Mid Valley Disposal

15300 W. Jensen Ave.

Kerman, Ca. 93630

Jonathan,

In Regard to your new Refuse Truck Purchases for the 2024/ 2025-time frame with Golden State Peterbilt here in Fresno California. We have currently, 5 FEL units and 6 ASL units on the ground at Amrep. These units are in process to be built at this time. We have another 7 ASL and 8 FEL units on order at the Peterbilt factory scheduled to be built in early 2025. These units are scheduled to have 5 ASL units built in February, 2 ASL unit built in early April and 8 FEL units built in late March or early April. I have also set aside 4 extra slots to use at your discretion.

All Refuse units built at the factory will be delivered to Amrep directly from the factory for immediate installation of the previous mentioned bodies. Golden State Peterbilt is dedicated to making sure your trucks delivered to you in the most efficient and timely manner possible.

We are proud to be your preferred provider of Truck and Tractor Equipment and will continue to be a Partner in your everyday business needs and support.

Thank You,

A handwritten signature in blue ink that reads "Randy Ray".

Randy Ray

Commercial Truck Sales and Leasing

Golden State Peterbilt

2.J: Customer Service

Mid Valley Disposal will open a local office to offer customer service availability in which customers can interact with us directly. The office will maintain regular business hours Monday through Friday 8 a.m. to 5 p.m.

Customer service plays a vital role in the success of Mid Valley Disposal. We understand the value of making connections to every customer and hold ourselves accountable to the highest standards.

We are pleased to report that we have never experienced claims for liquidated damages related to any contract for any reason. We attribute our commitment to customer service as the foundation for the strong relationships with the communities we serve.

Through exclusive and open market service areas, MVD services over 115,000 residential and 33,000 commercial/industrial customers. This equates to over 444,000 services each week. The table below provides an example of the additional service requests performed monthly.

November 2023-October 2024 Service Orders

TYPE	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	GRAND TOTAL
ABANDONED RMV	7	15	11	18	22	36	57	62	56	104	110	99	597
AUDIT	28	23	125	88	19	63	33	65	259	81	47	27	858
CANCEL	243	209	255	186	149	207	183	163	156	190	315	223	2479
DECREASE	158	128	238	165	173	171	146	194	149	182	185	204	2093
DRIVER VERIFY	671	687	731	555	699	706	738	652	869	802	557	941	8608
INCREASE	881	3366	574	181	191	187	240	313	316	257	254	229	6989
MPU	950	1039	979	792	1001	1129	984	968	1086	1153	921	1352	12354
NEW	212	199	220	205	208	234	242	603	303	318	258	268	3270
OFFICE	17	15	34	33	24	70	40	31	19	46	33	17	379
RECYCLE DEPT	20	65	106	107	54	62	62	57	66	89	58	47	793
REDELIVER	75	103	117	113	74	108	136	93	114	70	94	84	1181
REMINDER	480	752	780	692	590	633	677	505	747	907	691	804	8258
RENT A BIN	186	128	125	99	76	130	175	159	106	141	126	131	1582
REPAIR	1237	1075	1096	1252	1184	1526	1491	1349	1602	1495	1489	1739	16535
RESTART	26	23	25	30	21	27	28	22	13	11	31	21	278
RTE MGR VERIFY	431	432	513	379	333	412	373	486	842	754	536	813	6304
SPECIAL EVENTS	84	118	105	73	52	120	176	139	127	103	177	133	1407
STOLEN	253	284	347	322	389	352	369	373	415	399	395	533	4431
XPU	751	753	708	705	755	797	934	846	1258	1017	851	965	10340
Grand Total	6710	9414	7089	5995	6014	6970	7084	7080	8503	8119	7128	8630	88736

We leverage technology to expedite and track routes, work orders, and status, including real-time email notifications, and online chatting features. We will collaborate with City Staff on future processes to deliver transparent next-gen service communication through mobile applications and an online customer interface. We utilize 3rd Eye, an onboard truck monitoring system, that provides live video feed of trucks to give accurate evidence of route events and service completion times to our customers and City Staff.

Together with over 36 jurisdictions, MVD has developed efficient processes for receiving work orders and delivering feedback, so City Staff and the customer are always up to date with service complaints and requests.

We follow a 5-step system that not only guides our actions but also holds our team accountable, ensuring customer satisfaction.

MAKING THE CONNECTION WITH EVERY CUSTOMER



Real Time Updates

1

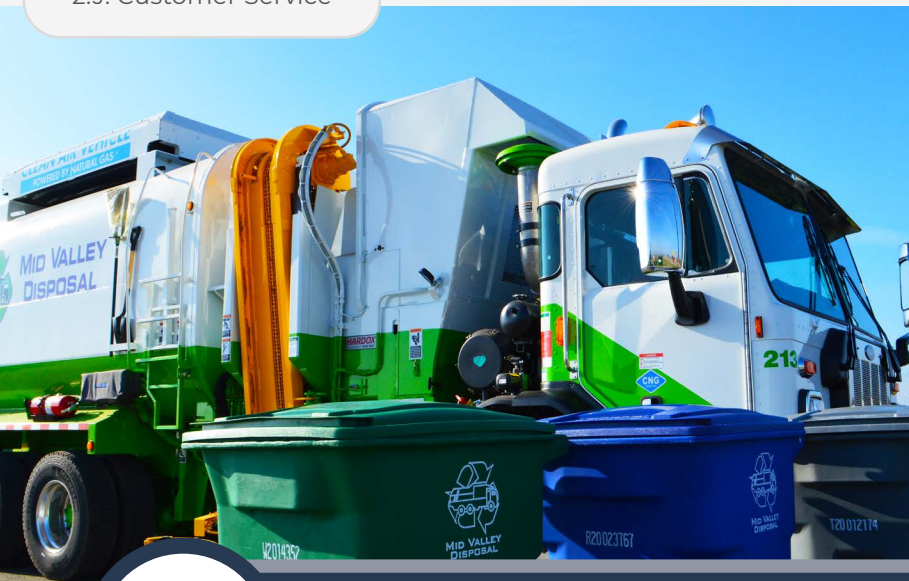
A CSR will answer incoming call **WITHIN 3 RINGS**.

2

CSR creates a work order reflecting customer's request.

3

Dispatcher will receive work order **IN REAL TIME** and dispatch out to driver.



Customer: KINGSBURG RESIDENTIAL 58200501
 Address: KINGSBURG RESIDENTIAL KINGSBURG
 Driver: JUAN CABRERA ANNUAL CONT REPLACEMENT - REPAIR
 Time: 6/7/2023 10:32:59 AM
 Location: (36.53000592,-119.55351725)
 Note: delivered replaced broken set of carts

4

Driver receives work order and updates dispatch when work is completed.

MID VALLEY DISPOSAL
 "Locally Owned and Operated"
 RECYCLING & TRANSFER STATION
 PO Box 12227 - Fresno, CA 93777
 Phone: 559-237-9425 Fax: 559-842-9437
 www.midvalleydisposal.com

Service Dispatch Ticket

DATE:	ORDER NO:
06/07/2023	1132306

SERVICE DETAILS

SERVICE LOCATION:		Employee:
KINGSBURG RESIDENTIAL KINGSBURG RESIDENTIAL KINGSBURG, CA 93631 559-897-5821 Acct No: 58200501		JUAN CABRERA
Code	Qty	Vehicle
ANNUAL	1.00	D-17
Service	Action	Route/Sequence:
ANNUAL CONT REPAIR		NONE
Instructions: DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS ARE BROKEN PER CITY (STAN 559-897-5821)		Time Requested:
		6/6/2023 3:54:00PM
		Created:
		KINGSBURG
		Pricing Area:
		KINGSBURG
		Container In:
		Container Out:

It is our professional opinion that when the service is performed as directed, damage to property may result. The driver will take every reasonable precaution to minimize all effects resulting from the performance of this service. Our employees are not held liable for any damage resulting from the requested placement or removal of this container. WARNING-Container is not to be loaded with hazardous, toxic, flammable liquids, solids or gases. All containers must be loaded below the sides.

Customer Signature: _____



5

Account is updated and customer is notified.

ACCOUNTABILITY IN ACTION: Driving Service Excellence

10,000+
CALLS PER MONTH

15 SECONDS
AVERAGE WAIT TIME

LIVE
REPRESENTATIVES

NO PHONE
TREE



Analytics Dashboard



AGENDA ITEM NO. 13.

Order Event Details		
Received/Processed Date	Entered By	Event
Jun 06, 2023 15:54:56	MVDEMILYR	SERVICE ORDER ADDED WITH SERVICE ANNUAL, SERVICED ON 06/07/2023 VIA ROUTE NONE
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ORDER STATUS CHANGED FROM OPEN TO DISPATCHED
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ASSIGNMENT CHANGED FROM UNASSIGNED TO JUAN CABRERA
Jun 07, 2023 10:31:21	EMOBILE	ORDER DATA RECEIVED BY JUAN CABRERA S DEVICE VIA BATCH ID: 6220
Jun 07, 2023 10:31:21	SYSTEM	ORDER STATUS CHANGED FROM DISPATCHED TO IN TRUCK
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	ORDER STATUS UPDATED TO JOB STARTED. RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.00 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	GPS DISTANCE FOR ORDER: 0.0
Jun 07, 2023 10:59:39	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:57AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:59:39	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.38 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 15:02:35	MVDASHLEYYP	STATUS CHANGED TO POSTED.
Jun 07, 2023 15:02:35	MVDASHLEYYP	POSTED TOTAL HOURS

Instructions

2631 SANDELL DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS AS2 BROKEN FEB CITY (STAN 559-360--0982)

Order Details

Order Number

1132306

Service Date

06/07/2023

Date Entered

06/06/2023 15:54:00

Entered By

MVDEmilyR

Assigned To

JUAN CABRERA

Order Status

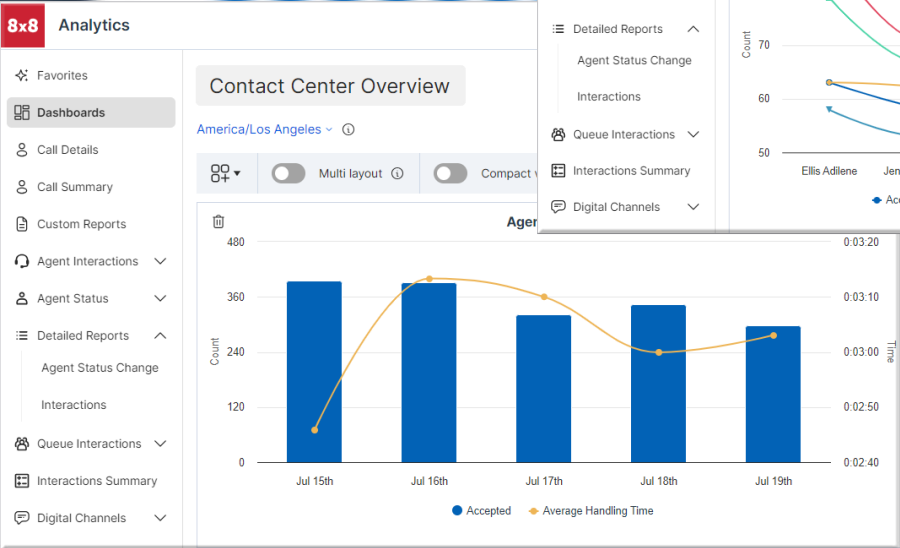
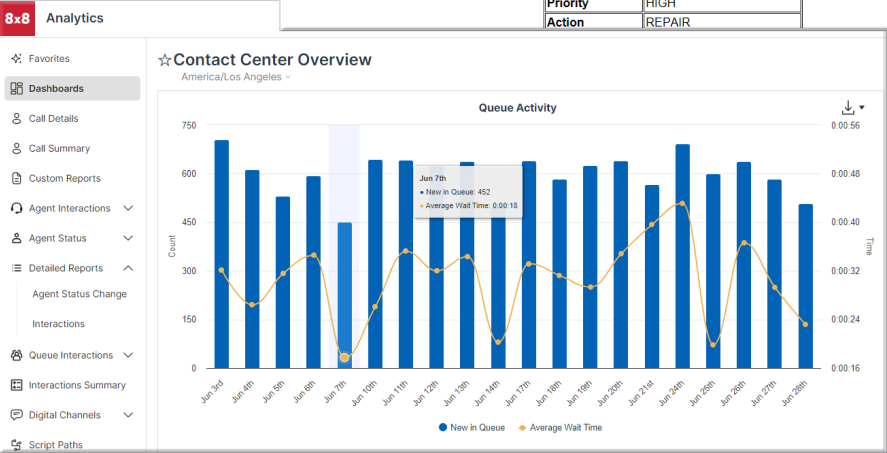
POSTED

Priority

HIGH

Action

REPAIR



MVD currently utilizes 8x8 technology, an omnichannel platform that combines the use of voice, chat, and video to optimize our customer service experience while providing detailed analytics and reporting. The program tracks & records individual calls and chats to improve service accountability and access to historical data. Speech and text analytics provide Instant intelligence with ML/AI, catalogue calls, chats, texts, and social posts that need attention, classifying the interactions that matter the most.

We will have a minimum of two CSRs available Monday through Friday 8:00am-5:00pm at a local office dedicated to the City of Clovis. Excess call flow will be routed to other customer service locations and live answered by a trained representative. All CSRs are trained to address most service requests and billing issues, limiting call transfers.

- ▶ A local phone number will be established prior to start-up and distributed throughout electronic and print media to city customers.
- ▶ Customers can reach us by email, online chat, or calling a local customer service center.
- ▶ Benchmarks are established for answer times, wait times, and total call times.
- ▶ After hours phone calls are answered by a voicemail system. A designated CSR will respond to after-hour communications the next business day, beginning at 7:00am and completed before 12:00pm.
- ▶ MVD has an established bilingual call center with customer service representatives (CSRs) fluent in both Spanish and English.

Non-Collection notices are placed on containers that may be overloaded or contaminated. Drivers are trained to distinguish between incidental and severe contamination and have the discretion to service or skip a container if unsafe to service. We generally favor courtesy collections for contaminated containers, providing education without customer inconvenience. In all cases, overload or contamination is documented with a physical tag (one on the container, one submitted to dispatch), and recorded on the driver's tablet with high-resolution photos added to the customer account. Our Dispatch, Customer Service, and Recycling Departments are notified of contamination, allowing the Recycling Department to provide follow-up education. See **section 2.M**, Public Education and Outreach.

City Website Page

MVD's website includes individual city landing pages that are customized to each city or county franchise agreement. MVD's in-house marketing team will add or change relevant information as directed by City Staff. Our website is integrated with our customer records billing and routing software making account access to our billing and payment software easily accessible. Customers may also submit electronic inquiries through our website. MVD has a designated CSR monitoring and responding to emailed communications Monday through Friday 7:00am to 5:00pm. Customers can count on prompt responses. After-hour communications are responded to the next business day, beginning at 7:00am and completed by 12:00pm.

Mid Valley Disposal's guiding philosophy is grounded on the premise of building a relationship with every customer, by supporting and promoting the interests of customers.

Cross-team collaboration between CSRs and Operations is encouraged and facilitated by discussions and pro-actively working hand in hand to solve customer needs.

Documentation of all customer contact is a necessity and requirement for all CSRs to not only track issues but to assist in preventing future issues.

Our phone program tracks and records individual calls and chats to improve service accountability and access to historical data. Speech and text analytics provide Instant intelligence with ML/AI, catalogue calls, chats, texts, and social posts that need attention, classifying the interactions that matter the most.

2.K: Electronic Monitoring & Communication System

Mid Valley Disposal has bridged what occurs on a collection route to our Customer Relations Management (CRM) and Operational Group. Through the use of Routeware e-mobile tablets installed in the cab of each truck, every assigned account scheduled for service that day is accounted for in real time. The GPS based process follows the driver as they collect containers, either confirming service automatically through GEO coded locations or can be manually confirmed by the driver. The tablet communicates service confirmation to the CRM via data networks, and route progression is monitored by our operational team. Route is detoured because of a road closure, no problem. The driver can select nearest stop, and the GPS will track the driver's whereabouts with the closet scheduled customer collection, and the driver can resume the route as scheduled. In addition, the system has integrated cameras and DVR for photographic documentation.

If a residential container is not out to the curb at time of service, the driver selects "not out", the system takes a right facing high resolution picture of the house and notes the account as not out in real time. Through the same process, the driver can document any service discrepancy and can even flag issues with pictures to notify the route supervisor for follow up. Customer contamination will be documented through the same process. As noted in our proposal section 5.5.1, our driver will document any incidental contamination through a courtesy pick up notice, or a non-collection notice for unsafe and/or significant amounts contamination. Through the on-board cameras, the driver can select to take pictures of contamination through the front facing camera, right hand facing (ASL trucks) camera, or the truck's hopper camera. These records are matched to the customer's account in our CRM, along with the pictures.

The city will be provided their own read on access to our CRM with the ability to see real time route progress, access to service confirmation, service discrepancies, contamination and pictures. The City daily reporting of missed collection described in Exhibit D will also be fulfilled through this process.

In addition to our service tablets and CRM, Mid Valley Disposal will install 3rd Eye systems in each truck. 3rd Eye is a Camera and Software systems that allows Mid Valley Disposal to monitor driver behavior, conduct service verifications, and provides complete camera coverage for liability protection. The system allows management to monitor driver observations, infractions, and positive recognition events. Supervisors coach each event according to the Progressive Disciplinary Action Program or positive reinforcement. Reports can be generated to show the company's riskiest drivers and event types. Riskiest drivers are coached and counselled as needed to improve their behavior. Knowing event types and frequency assists in the continuous improvement of Mid Valley Disposal's Behavior Based Safety Program curriculum. Each vehicle has GPS and can be monitored in real time

2.L: Environmental Issues

Proposal Section 5.5.11 Environmental Issues

1. Excluded Waste Management

At Mid Valley Disposal, we are dedicated to stringent management of excluded waste within the recyclable and organic materials streams, implementing a comprehensive approach that ensures adherence to both environmental and regulatory standards. MVD's robust contamination tag program enables drivers to identify and reject excluded waste directly at the source, preventing its transport and preserving the integrity of our waste streams. Our drivers are highly trained to recognize contamination; when identified, they immediately tag and document the contaminated bin in our system, effectively blocking improper waste from entering the collection process. This information is relayed to our Recycling Department, which promptly engages with customers through educational outreach to reinforce proper sorting practices and disposal guidelines. Persistent contamination may result in contractual enforcement, including fines, as a means to encourage compliance and reduce future contamination. Through ongoing training programs, all MVD drivers and staff maintain a high level of proficiency in contamination identification, reporting, and adherence to safe handling procedures. This proactive and preventative approach underscores MVD's commitment to environmental stewardship and responsible waste management.

2. Litter Abatement Program

At Mid Valley Disposal (MVD), we implement a proactive and thorough approach to litter prevention and abatement, underscoring our commitment to environmentally responsible waste collection services. Our comprehensive litter abatement program includes the following key measures:

- **Litter Prevention:** MVD drivers are expertly trained in techniques to prevent litter and spills during the collection and transport of materials. This includes verifying that containers are not overloaded and ensuring lids are securely closed before lifting, minimizing the risk of windblown debris. MVD has an established and proactive Preventative Maintenance Program to ensure that all equipment, including garbage truck arms, is regularly serviced and maintained to prevent issues like flinging carts or debris. This commitment to consistent maintenance plays a crucial role in preventing litter and maintaining clean service areas.
- **Litter Removal Procedures:** Should litter or minor spills occur, all MVD trucks are equipped with shovels and brooms to promptly address small cleanup needs. For larger situations, our dedicated spill response team ensures that the area is thoroughly cleaned, and that debris is removed. Repeated litter issues are documented, and customers are notified to foster a collaborative approach to litter prevention.
- **Vehicle Fluid Spill Prevention:** Through a robust preventative maintenance program, MVD minimizes the risk of vehicle fluid leaks, including fuel, oil, and hydraulic fluid. Our equipment undergoes regular inspections and maintenance to prevent leaks and ensure safe operations.
- **Spill Response Protocols:** If a vehicle fluid spill does occur, MVD drivers have spill kits readily available in the cab to contain and address spills immediately, mitigating environmental impact. For larger incidents, our specialized spill response team utilizes advanced cleanup supplies, followed by street sweeping to ensure no residue remains and the area is restored to a safe, clean condition.

This structured, preventive approach reflects MVD's steadfast dedication to safety, environmental responsibility, and the highest standards in waste collection.

2.M: Public Education & Outreach

Mid Valley Disposal and the City of Clovis prioritize effective public outreach and education to ensure that residents and businesses fully understand the benefits of source reduction, reuse, recycling, and composting. The Public Education and Outreach Plan (PEOP) outlines the educational programs and outreach activities that Mid Valley Disposal has developed for the Rate Period One. This plan will be updated annually to incorporate new programs, regulations, and to ensure the city's compliance.

Mid Valley Disposal's Rate Period One Public Education and Outreach Plan was developed with the following goals and objectives:

1. Increase customer awareness of MVD services offered. As the franchised hauler, it is our goal to inform all customers of proper disposal of recyclables and organics, as well as the various ways to request support - phone, website, email, social media, etc.
2. Increase customer awareness and understanding of SB 1383 Organics Reduction Program and Compliance. Mid Valley Disposal will create and distribute educational materials to inform residents, property managers, and business owners about SB 1383 legislation, organics reduction programs, and the City of Clovis Organics Ordinance and its relevance to them. We will keep Tier 1 and Tier 2 food waste generators updated on SB 1383 requirements while offering essential education and outreach support, along with guidance on participating in a food recovery program to meet compliance with SB 1383.

AGENDA ITEM NO. 13.



SB 1383 INFORMATION GUIDE

- WHAT IS SENATE BILL 1383?**
SB 1383 is a bill that was passed to reduce organic waste disposal from our landfills by 75 percent by 2025 and takes effect January 1, 2022. All jurisdictions are required to adopt a mandatory organic waste ordinance. Jurisdictions will enforce and apply fines and penalties on anyone who does not comply.
- KEEPING ORGANIC WASTE OUT OF THE LANDFILL**
Organic waste that decomposes in a landfill releases methane gas, a highly potent greenhouse gas. This is why keeping food waste and green waste out of your trash is so important. Sending food scraps and green waste to a controlled composting facility through your green containers helps to prevent the release of methane gas that contributes to poor air quality affecting your health. Reducing methane gas will also prevent extreme climate change impact such as droughts and wildfires.
- EDIBLE FOOD RECOVERY**
There is an urgent need for food donation. Early participation in food recovery programs will help feed people who face hunger daily. California protects food businesses from liability more than ever through the California Good Samaritan Food Donation Act. Visit MidValleyDisposal.com for information regarding programs for the donation of edible food in your community.
- WHO IS AFFECTED?**
Everyone. Single residences, multiple family residences, businesses, schools, and special districts are all required to comply with SB 1383 and subscribe to recycling and organic waste recycling services. This means that organic waste, including food scraps and green waste, must be separated and placed in a green container, recyclables in a blue container, and trash in a gray container.
- WHAT HAPPENS TO ORGANIC WASTE COLLECTED BY MID VALLEY DISPOSAL?**
The organic waste collected by Mid Valley Disposal goes through its composting facility in Kernan where the materials are processed to produce compost and mulch used in the farming industry in the Central Valley to grow and produce nuts, vegetables, and fruits. You can help by making sure everything going in your organic container is compostable. Refer to our recycling guide to see what is compostable. If you have an alternative arrangement for your organic waste, you must be approved and comply with City requirements.
- WAYS TO REDUCE ORGANIC WASTE AT HOME**
- Shop smart and plan your food preparation by using a grocery list.
 - Buy exactly what you need.
 - When unpacking groceries move old products to the front and new items to the back.
 - Monitor what you throw away.
 - Eat leftovers & repurpose leftover scraps.
 - Donate what you won't use.

RECYCLING GUIDE



WWW.MIDVALLEYDISPOSAL.COM

FOOD RECOVERY REQUIREMENTS FOR BUSINESSES SENATE BILL 1383



What is Senate Bill (SB) 1383?

SB 1383 is a state law designed to reduce disposal of organic material in landfills, including edible food, to meet the state's climate goals. Cities are required to establish an edible food recovery program and increase food recovery capacity in your area. Therefore, food generators like yours, are required to donate the maximum amount of their edible surplus food that would otherwise be disposed of in the compost or landfill. Food generators are also required to subscribe to an organic waste collection service for non-edible food. City programs are designed to educate edible food generators and increase access to food recovery organizations and services. Your city and Mid Valley Disposal Recycling Coordinators are required to monitor commercial generators compliance and offer technical assistance to ensure you have the right services to fit your needs.

What businesses are covered and when do they need to comply?

- Tier 1 Businesses: January 1, 2022**
- Supermarket (with revenue $\geq$ \$2 million)
 - Grocery store ($\geq$ 10,000+ sq. ft.)
 - Food service provider
 - Food distributor
 - Wholesale food vendor
- Tier 2 Businesses: January 1, 2024**
- Restaurant ($\geq$ 250 seats or $\geq$ 5,000 sq. ft.)
 - Hotel with onsite food facility ($\geq$ 200 rooms)
 - Health facility with onsite food facility ($\geq$ 100 beds)
 - Large events and venues
 - State agency with cafeteria ($\geq$ 250 seats or $\geq$ 5,000 sq. ft.)
 - Local education agency with onsite food facility



What does my business need to do to comply?

1. **Recover edible food**
Safely recover the maximum amount of edible food that would otherwise be disposed of (i.e. in compost or landfill), so it can be donated to feed people instead. Businesses may not intentionally spoil food. Assess the types, quantities and frequency of excess food for donation.
2. **Keep written agreements**
Partner with a food donation program to donate your excess food. Sign a written agreement with each food donation program that picks up or receives donated food from your business.
3. **Track and report**
Maintain a list of the following:
• Name, address, and contact information of food programs that received donated food
• Types of food donated
• Frequency and quantity of food recovered in pounds per month
The written agreements and recordkeeping must be maintained onsite for review from applicable city agencies. Be prepared for inspections and monitoring by the city and county.

(559) 237-9425
WWW.MIDVALLEYDISPOSAL.COM

GROCERY STORE FOOD LOSS PREVENTION TIPS



The EPA created this list of ideas and activities that grocery stores can implement to prevent food loss and waste.

- Perform a food waste audit: Pick a day and monitor waste bins with volunteers, recording the following:
 - What is being thrown out
 - Weight or number of items
 - The reason the food is being disposed
 - The expiration date of the product when applicable
 - Whether the food was still wholesome/edible before being thrown out
 - Identify the most wasted to least wasted items
- Clarify date labeling and date encoding to reduce confusion to customers: Work with your supply chain to clearly label or define the difference between safety-based and quality-based dates. Some options might include:
 - Make "sell by" dates invisible to the consumer
 - Use more "freeze by" dates where applicable so customer knows they have that option
 - Remove "best before" or other quality dates from shelf-stable, non-perishable foods for which safety is not a concern
 - Make sure printed dates on products have descriptive language
- Call a meeting to brainstorm and discuss food waste prevention
- Share practices with other businesses to improve waste reduction industry-wide

PURCHASING TIPS

- Take an accurate inventory first and base orders on what you currently have
- Buy surplus or odd shaped produce from farms or wholesalers that would otherwise be wasted and sell them at a discount
- Send order estimates more frequently to suppliers to better align production planning with order timings
- Start or increase regular communication with suppliers
- Revise your supply contracts to require that suppliers have a food waste reduction or food donation program
- Change contracts to include methods to prevent food loss (e.g., use innovative packaging such as vacuum sealed meat)
- Make food waste reduction a key performance indicator in operations, supply chain and employee performance



RESTAURANT FOOD LOSS Prevention tips



The EPA created this list of ideas and activities for restaurants to help prevent food loss and waste.

- Perform a food waste audit
- Monitor waste bins and record what is being thrown out, how much is being discarded, and the reason the food is being disposed
- In the kitchen, have only one food waste trash can and provide each staff member a small container to fill with food waste at their station. Before they empty their container, have staff weigh it and record the amount, type, and reason the waste is being discarded on a log sheet
- Use this information to adjust menus, purchasing, and portion size
- Call a meeting to brainstorm and discuss food waste prevention

PREP AND STORAGE TIPS

- Reduce batch sizes: Prepare meals ahead of time and store them for future use
- Use cook-to-order instead of bulk-cooking all day or toward the end of the day
- Incorporate leftovers: Steak can be used for beef stew the next day
- Train staff on knife skills to make more efficient knife cuts to prevent waste
- Use as much of the food as possible: Cook up carrot greens and don't peel cucumbers or potatoes
- Reconstitute starchy vegetables that have wilted by immersing them in warm water (100°F) for 15 minutes
- Freeze surplus and fresh fruits and veggies near the end of peak freshness for later use instead of throwing them away
- Marinate meats to extend their shelf life for a few more days
- Finish preparation at the line: Do not finish the food item until it's ready to go on the line so you can more easily use leftover ingredients in different recipes later
- Refresh staff on storage techniques for different foods (e.g., don't store tomatoes and lettuce in the same container or near each other)
- Use use-through storage containers to allow staff to see what is available and to keep an eye on freshness
- Eliminate garnishes that typically don't get eaten



3. Increase awareness and encourage participation in recycling and organic recycling programs. Mid Valley Disposal will offer on-site technical assistance and education to business owners and property managers, helping them implement programs that enhance diversion rates and participation in recycling initiatives. We will also actively engage in community outreach events to educate Clovis residents and encourage their involvement in available recycling and composting programs.

4. Increase awareness of best recycling management practices to reduce contamination. Minimizing container contamination is a crucial aspect of SB 1383. Mid Valley Disposal will offer personalized education and outreach to support the community in reducing contamination. The PEOP outlines effective outreach and educational strategies aimed at achieving these four goals and objectives through annual campaigns and various channels.

AGENDA ITEM NO. 13.



Plan Development, Review and Modification

Mid Valley Disposal will submit the PEOP annually to the City Contract Manager. The City Contract Manager has 30 calendar days to review, request modifications, and approve Mid Valley Disposal's PEOP. Mid Valley Disposal will have 15 calendar days to revise the PEOP in response to any requested changes by the City Contract Manager. Mid Valley Disposal will revise the PEOP by reviewing the prior year's activities, successes and challenges and evaluate the implementation success using deadlines and products developed as performance measures. Each activity identified in the subsequent year's PEOP will specify the target audience for services provided, the methods and timelines for distribution, and will include upcoming promotions for City specified ongoing and special events.



ALL SECTORS**PUBLIC EDUCATION AND OUTREACH ACTIVITIES**

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
Website	Provide a comprehensive website, updated as needed, that includes new and expanded program offerings specific to single-family, multi-family, and commercial customers and includes at minimum online bill pay options, all outreach materials being provided in electronic form including, but not limited to, newsletters, posters, fliers, and brochures. Distribution: https://www.midvalleydisposal.com/locations/clovis/ Schedule: Update as needed	Included
Billing Inserts	Educational materials may be placed in the bill inserts. For customers receiving electronic bills, the Contractor agrees to distribute brochures, newsletters or provide other means of communication to those customers. Educational materials may include but are not limited to Instructional Service Guides, educational fliers on current legislation requirements, highlights of commonly contaminated items, recycling guides, or any other special communication needed as approved by the City Contract Manager. Distribution: Billing insert and post online to website as needed Schedule: Quarterly newsletter and billing inserts as needed	\$432,000 annually: Approximately 36,000 x 6 per year at \$2.00 each
Contamination Tags	Distribute as-needed Contamination tags (CMAT) to customers as a communication and education tool to notify customers of prohibited container contaminants or overfilled containers. CMAT tags include information on what to do in the case of non-collection & detail common prohibited items for the recycling and organics stream. These notices are uniform to all sectors to increase continuity with messaging, recording data, and reporting. Distribution: Left on container by Driver or Recycling Coordinator and direct follow-up with customer Schedule: As needed	\$780.00 annually: Approximately 2,000 overload & CMAT tags combined at \$.39 each
Contamination Letters	Distribute as needed to communicate directly with customers following the issuance of a contamination notice on their containers. Our recycling department mails these notifications daily to inform customers of any contamination, overloads, service disruptions, or associated fees. Distribution: Mailed daily by recycling coordinators Schedule: As needed	\$2,000 annually: Approximately 1,000 letters at \$2.00 each

Overload Letters	Distribute as needed to communicate directly with customers following the issuance of a overfill notice on their containers. Our recycling department mails these notifications daily to inform customers of any contamination, overloads, service disruptions, or associated fees. Distribution: Mailed daily by recycling coordinators Schedule: As needed	AGENDA ITEM NO. 13. \$2,000 annually: Approximately 1,000 letters at \$2.00 each
Annual Notice of Requirements	Distribute annual notice of requirements that includes information specified in 14 CCR Section 18985.1(a). This may include information on source separating materials, source reduction of organic waste, the methane benefits of reducing the landfill disposal of organic waste and the methods of organic waste recovery and or the organic waste collection service uses, how to recover organic waste, public health and safety and environmental impacts associated with the landfill disposal of organic waste, programs for the donation of edible food, self-hauling organic material requirements. Distribution: Direct mail and post online to website Schedule: Annually	Included in "billing inserts" above
Start Up Period Welcome Packets	Distribute welcome letter, SB 1383 general information, transition information, Service Guide and Meet Your New Carts (recycling and compost education). Distribution: Delivered to all generators in the City of Clovis before start date Schedule: As needed	Introduction letter \$80,340: 39,000 mailers at \$2.06 per flier New Start Packets \$43,000: Delivered with carts 39,000 packets at \$1.03 per packet
Radio and TV Commercials	Commercials used to educate residents about various recycling and sustainability initiatives. Distribution: As needed through radio and tv ad companies Schedule: As needed	Included

RESIDENTIAL CUSTOMERS**PUBLIC EDUCATION AND OUTREACH ACTIVITIES**

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
	Including but not limited to:	
Recycling Education	- SB 1383 General Information - Instructional Service Guide - Maintaining Your Organics Bin - Organic Waste Disposal Guide - Recycling Guide - Flammable Material Hazard Disposal Guide/HHW	Included in Billing inserts, Community Events, and website budget
	Distribution: Hand deliver, email, direct mail	
	Schedule: As needed	
Neighborhood Group & HOA Visits	By customer and/or agency request, visit homeowner associations and/or other neighborhood groups and associations to promote and explain the recycling and diversion programs available to residential customers.	Included
	Performance: Site visit by Recycling Coordinator	
	Schedule: As needed	

MULTI-FAMILY CUSTOMERS**PUBLIC EDUCATION AND OUTREACH ACTIVITIES**

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
	Including but not limited to:	
Recycling Education	- SB 1383 General Information - Instructional Service Guide - Maintaining Your Organics Bin - Organic Waste Disposal Guide - Recycling Guide - Flammable Material Hazard Disposal Guide/HHW	\$4,000 11,243 MFD units x \$0.36 per printed flier
	Distribution: Direct mail, hand delivered by Recycling Coordinator, and post online to websited	
	Schedule: As needed	
Multi-Family Signage	Distribute poster signage to all multi-family property managers, upon request, for source separated recyclable materials, organics, and gray container waste or mixed waste program guidelines to be placed in collection areas, enclosures, and other community areas.	\$828 276 MFD 5+ units x 3 posters at \$1.00 per poster
	Distribution: Hand delivered by Recycling Coordinator at time of waste assessment and or upon request.	
	Schedule: As needed	

Multi-Family Customers: AB 341 / AB 1826 / SB 1383 Technical Assistance	Offer Recycling Opportunity Assessments (ROA) to eligible AB 341, AB 1826 and SB 1383 multi-family customers conducted one (1) time per year, plus follow up, as necessary. ROAs offered may include, but are not limited to: - Performing walk-throughs to identify areas of generation and placement of containers and signage - Assessing adequacy of container types and collection frequency by material types - Promoting increased recyclable materials collection and proper sorting techniques - Identifying sources of potential contamination and/or litter issues - Making recommendations for waste reduction, contamination prevention, and/or service modifications - Dissemination of outreach materials and resources, placement of posters and other notices Performance: Offered by mail, phone, email, website, workshop and/or onsite visit by Recycling Coordinator Schedule: As needed	Included
Workshops	Offer and respond to requests for on-site meetings, presentations and/or workshops for multi-family customers to demonstrate to property managers and/or residents how to fully utilize the available recycling and organics collections programs and minimize contamination. Performance: By request, perform on-site meetings, presentation and/or workshops Schedule: As needed	Included

COMMERCIAL CUSTOMERS

PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
Recycling Education	Including but not limited to: - SB 1383 General Information - Instructional Service Guide - Edible Food Recovery-Generator Requirements - Grocery Store Food Loss Prevention - Restaurant Food Loss Prevention - Edible Food Recovery-Legal Protections - Maintaining Your Organics Bin - Organic Waste Disposal Guide - Recycling Guide - Flammable Material Hazard Disposal Guide/HHW Distribution: Direct mail, hand delivered by Recycling Coordinator, and post online to website Schedule: As needed	\$1,313 1,216 commercial businesses x approximately 3 fliers hand delivered per year at \$.36 per printed flier

Commercial Signage	Distribute to all commercial customers poster signage for source separated recyclable materials, organic waste, and Gray Container Waste or Mixed Waste program guidelines to be placed in collection areas, enclosures, and other community areas.	AGENDA ITEM NO. 13. 1,216 commercial businesses x approximately 3 posters at \$1.00 per poster
	Distribution: Hand delivered by Recycling Coordinator at time of waste assessment and/or by request	
	Schedule: As needed	
Commercial Customers: AB 341 / AB 1826 / AB 827 / SB 1383 Technical Assistance	Offer Recycling Opportunity Assessments (ROA) to eligible AB 341, AB 1826 and SB 1383 commercial customers conducted one (1) time per year, plus follow up, as necessary. ROAs offered may include, but are not limited to: - Performing walk-throughs to identify areas of generation and placement of containers and signage - Assessing adequacy of container types and collection frequency by material types - Promoting increased recyclable and organic materials collection and proper sorting techniques - Identifying sources of potential contamination and/or litter issues - Making recommendations for waste reduction, contamination prevention, and/or service modifications - Dissemination of outreach materials and resources, placement of posters and other notices Assist Commercial customers with the execution of waivers, if applicable, and providing them to the city of Clovis for approval	
	Performance: Offered by mail, phone, email, website, workshop and/or onsite visit by Recycling Coordinator	
	Schedule: As needed	
	Proposed Budget: Included	
SB 1383 Tier 1 & 2 Generator Outreach Activities	Mid Valley Disposal's Edible Food Recovery Specialist will provide technical assistance to all Tier 1 & 2 generators that receive Mid Valley Disposal service to assist and guide them in compliance with the edible food recovery aspect of SB 1383.	
	Distribution: Hand Delivered by Food Recovery Specialist, print material	
	Schedule: Annually and as needed	
	Proposed Budget: Included	

SCHOOLS

PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	
	Including but not limited to:	
Education Materials	Upon request, develop and distribute educational materials and presentations geared towards younger audiences	
	Performance: Upon request	
	Proposed Budget: Included	
Schools Education and Outreach	Conduct outreach and educational activities to school that may include, but not limited to, participation in events, provision of technical assistance, developing and conducting presentations to support curriculum and conducting facility tours. *Will be treated as a commercial business for all SB 1383 AB 341 AB 1826 compliance.	
	Performance: Upon request	
	Proposed Budget: Included	

SPECIAL EVENTS
PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
Craft Beer Crawl	- Event collection boxes - Provide appropriate service levels for the event (recycling, trash, and organics) - Participation in parades - Public education booth- staff exhibit booth to promote new and expanded program offerings available to residents, multi-family, and commercial customers. Provide visual displays for tabling and distribute promotional educational materials Performance: Upon request	\$1,800 800 event boxes at \$2.25 per box
Big Hat Days		
American Crown Circus		
Water Tower Car Show		
Clovis Rodeo		
Rodeo Parade		
Friday Farmers Market		
Old Town Flea		
O.T. Motorama		
CIF Track & Field		
Glorious Junk Days		
Freedom Fest		
Clovis Fest		
One Enchanted Evening		
Christmas Parade		



Public Education & Outreach Plan Summarized & Streamlined

Mid Valley Disposal Public Education and Outreach Plan: Setting a New Standard for Environmental Leadership

Mid Valley Disposal is deeply committed to ensuring the long-term success of the City's recycling and organics programs through comprehensive, innovative, and community-focused public education. As a locally owned and operated company, we take immense pride in being stewards of environmental responsibility and believe that our holistic approach makes us the most qualified partner to lead this effort. Our tailored education initiatives will empower every sector of the City—single-family, multi-family, and commercial customers—while ensuring full compliance with critical state recycling laws like AB 939, AB 1826, AB 341, and SB 1383.

1. **Unmatched Public Education for All Customer Groups:**
Mid Valley Disposal's multi-pronged educational programs for single-family, multi-family, and commercial customers are not only tailored but strategically designed to ensure maximum engagement and participation. From comprehensive service guides to interactive workshops, our initiatives will ensure that customers are fully informed and equipped to excel in recycling and organic waste diversion. Our ability to adapt these programs to meet the needs of different customer groups positions us as the leader in outreach execution.
2. **Flawless Compliance with State Mandates:**
With a proven track record of successful implementation of state-mandated recycling laws, Mid Valley Disposal is the partner the City can trust to ensure compliance with AB 939, AB 1826, AB 341, and SB 1383. Our dedicated Recycling Coordinators will perform waste audits, provide hands-on technical support, and distribute educational materials designed to foster behavioral change, helping the City exceed diversion goals while minimizing contamination.
3. **A Cutting-Edge Digital Presence:**
Our City-specific webpage will serve as a critical hub for residents and businesses, offering seamless access to service information, rates, recycling guidelines, and more. This real-time resource will ensure that customers always have the information they need, when they need it. With the flexibility to update the site continuously, our digital platform will drive engagement, foster compliance, and provide the highest level of transparency. Our experience in creating successful websites like the City of Fresno's ensures we will deliver nothing less than excellence for the City of Clovis. Mid Valley Disposal maintains an active presence on social media platforms, including Instagram and Facebook, where we regularly share educational content, service updates, and highlights of our community involvement. Through these channels, we engage with our customers and the public, fostering awareness about waste management practices, promoting sustainability initiatives, and keeping our community informed about important service announcements and events.



Example



4. **Innovative Contamination Fee and Courtesy Noticing Program:**

Mid Valley Disposal's extensive experience with tiered contamination fee systems sets us apart. Our proactive, education-based approach to contamination management ensures that customers are not only informed but actively engaged in improving their waste disposal habits. By integrating courtesy notices, follow-up education, and our unique "Good Job" incentive tags, we will turn contamination reduction into a collaborative and successful effort between the City, our team, and its residents.

5. **Expert Guidance on Proper Disposal of Hazardous and Difficult Materials:**

Our robust communications strategy will ensure that all residents are well-educated on the safe disposal of household hazardous waste, sharps, and other challenging materials. Through brochures, website resources, and direct outreach at city events, Mid Valley Disposal will make sure no resident is left in the dark when it comes to proper disposal.

6. **Engaging Presentations for Schools and Community Organizations:**

We firmly believe that education is most effective when it starts at a young age and reaches all levels of the community. Our school presentations, interactive facility tours, and community workshops are designed to inspire a culture of sustainability. We tailor our presentations to suit each audience, ensuring our message on recycling is clear and easy for all to understand.

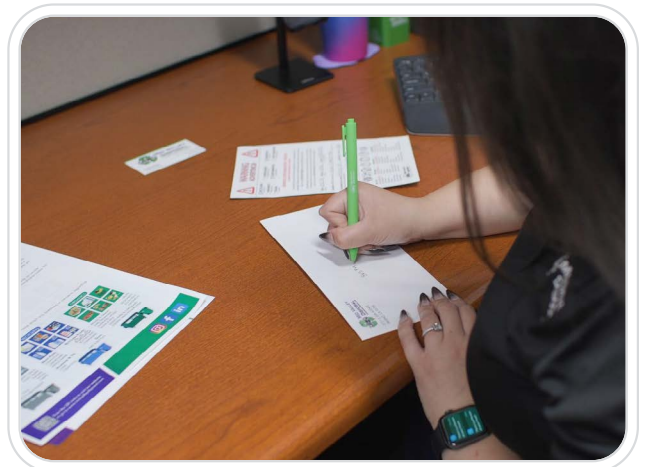


7. **Active Participation at City-Sponsored Events:**

Mid Valley Disposal is dedicated to being a visible, active partner at City-sponsored events. Our engaging booths, displays, and interactive games will educate and entertain residents, ensuring that recycling and organic waste diversion become integral parts of the community's culture. Through sponsorship, prize giveaways, and educational materials, we will foster widespread support and participation in the City's environmental initiatives.

8. **Comprehensive Information Distribution:**

Our outreach efforts will include newsletters, brochures, billing inserts, and posters, distributed widely across all platforms—both digitally and in print. This comprehensive distribution strategy will ensure that every resident and business is fully informed of their responsibilities and the benefits of participating in the City's recycling and organics programs.



9. Dedicated Team of Experts:

Our highly qualified team—led by two full-time Recycling Coordinators and a Recycling Programs Manager—will be fully devoted to ensuring the success of the City’s outreach and education programs. With a hands-on approach, our team will attend city events, monitor compliance, and provide real-time assistance to residents and businesses. This level of dedication is what sets Mid Valley Disposal apart as the best choice for the City.

10. Proven Educational Materials:

Our extensive library of educational materials has been honed through years of successful programs. From recycling guides to contamination notices, these materials have been proven effective in engaging diverse audiences and driving positive behavioral change.

11. Innovative Features for Maximum Engagement:

Mid Valley Disposal will introduce innovative strategies such as the “Good Job” tags for exemplary recycling behavior, offering real incentives for customers to improve their waste disposal habits. This, alongside our comprehensive contamination reduction program and personalized community engagement, underscores our commitment to being the most proactive and customer-focused provider in the region.

By selecting Mid Valley Disposal, the City gains a dedicated partner who brings unparalleled expertise, proven strategies, and a deep commitment to the community’s sustainability goals. We are fully equipped to lead this important initiative and make a lasting impact on the City’s environmental future.

2.N: Other Required Plan

2.N.1: SB 1383 Implementation and Monitoring Plan

Mid Valley Disposal fully appreciates the challenges the City of Clovis and other municipalities face in meeting new unfunded State mandates. For over 20 years we have assisted municipalities, large and small, in navigating new legislation that affects our industry. With our experienced team, we are well positioned to assist the City of Clovis in complying with SB 1383.

The senior management team at Mid Valley Disposal is very familiar with all the requirements of SB 1383 that jurisdictions are now expected to comply with as of January 2022. The following is a list of actions we have already taken in cities we serve:



- Implemented a color and hot-stamp labeled compliant 3-can system.
- Recycling Department management assists jurisdictions with all CalRecycle required reporting and attends all CalRecycle site-visits or virtual meetings.
- Developed and distributed all SB 1383 required collateral materials that cover SLCP regulation Section 18985.1 Organic Waste Recovery Education & Outreach and Section 18985.2 Edible Food Recovery Education and Outreach.
- Develop additional jurisdiction support tools such as webinars covering topics such as procurement, school district edible food recovery, and Tier 1 & Tier 2 generator inspections, and the Jurisdiction Edible Food Recovery Toolkit which covers all information that Jurisdictions would need to perform inspections on edible food generators including templates on forms needed and generator letters.
- Full Jurisdiction and customer-based edible food recovery support from our on-staff Edible Food Recovery Specialist including, but not limited to, identifying Tier 1 & Tier 2 generators, developing Food Recovery Organization Services list, edible food recovery education and outreach, and the continued development of support tools and services as needed.
- Developed and implemented tools, processes, and collateral materials to perform container contamination minimization studies in compliance with SLCP regulation Section 18984.5.
- Developed and implemented all internal recordkeeping and reporting procedures to cover the requirements of SLCP regulation Section 18984.6 Recordkeeping Requirements for Container Contamination Minimization, Section 18984.14 Recordkeeping Requirements for Waivers and Exemptions, Section 18985.3 Recordkeeping Requirements for a Jurisdictions Compliance with Education and Outreach Requirements.
- Recycling Department Management offers the Jurisdiction one-on-one technical assistance to prepare all Implementation Records required under SB 1383.
- Conduct on-site waste assessments and right-sizing audits.
- Purchased and distributed Countertop Food Waste Collection Pails.

- Recycling Coordinators assist the Jurisdiction and customers with assessing and executing for submission to the Jurisdiction.
- Recycling Coordinators attend community events in the Jurisdiction to provide continued education and outreach to all event attendees.

Customer Outreach:

Mid Valley Disposal Recycling Coordinators are well-versed in customer service, outreach, and recycling education. During implementation, the Recycling Coordinators will perform in-person compliance reviews of all Commercial & Multi-Family generators with the intention of verifying all on-site service levels and becoming familiar with all generators in the city. After the implementation year the Recycling Coordinators will continue to perform on-site compliance reviews of all solid waste collection accounts for commercial and multi-family businesses that generate two cubic yard or more per week of solid waste, including organic waste. During the compliance Review the Recycling Coordinator is looking for the following:

- Ensuring the customer has all their containers on-site and that the containers are in working order.
- Identifying any potential overload or underfilling with the intention to right-size the customer to their individual needs.
- Identifying any contamination across all three containers with the intention to offer the customer direct and individualized assistance with recycling best practices.
- Identifying any customers who may qualify for a De Minimis or Physical Space Waiver to offer assistance with executing the waiver for submission to the jurisdiction.
- Speaking with property owners, property managers, or employees to offer any additional educational materials, presentations, or staff trainings.
- Identifying other needs that a customer may have and providing information and resources such as HHW disposal, bulky-item disposal, and mattress disposal.
- Identifying potential needs for edible food recovery support or education and working in partnership with Mid Valley Disposals Edible Food Recovery Specialist.



Mid Valley Disposals Edible Food Recovery Specialist also performs in-person site visits to all identified Tier 1 & Tier 2 Generators. During these site visits the Edible Food Recovery Specialist is performing the following:

- Meeting with business owners, property managers, or staff to provide one-on-one technical assistance and education on their requirements of SB 1383.
- Identifying the individual needs of each Tier 1 & Tier 2 generator to tailor an assistance approach that is right for the customer.
- Provide customers with resources and education to be in compliance of SB 1383 - Edible Food Recovery.



Mid Valley Disposal Recycling Coordinators will upon request perform classroom presentations, trainings and/or community presentations. These services can include:

- Walkthroughs of properties, businesses, or sites to identify back-of-house recycling opportunities
- Staff trainings on the implementation of new programs
- Student presentations on recycling, composting, or food waste recycling
- General recycling education or Q&A style recycling education



Mid Valley Disposal Recycling Coordinators regularly attend community events within the jurisdictions that they serve, and take great pride in being able to offer extended community outreach and education to a broader customer base. At community events Mid Valley Disposal Recycling Coordinators perform the following:

- Set-up education booth with Mid Valley Disposal branded canopy and tablecloth.
- Offer our most popular educational collateral materials.
- Play educational games that focus on recycling education and common contaminants.
- Encourage following our Social Media pages to gain access to our "What Goes Where Wednesday" campaign to assist with correct disposal of seasonal and common contamination items.



- Offer Mid Valley Disposal swag items:

- Countertop food waste collection pails
- Pens/Pencils
- Chapstick
- Reusable produce bags
- Reusable shopping bags
- Coloring books/crayons
- Recycling guide magnets
- Stickers
- And more!



Education

Mid Valley Disposal has a full-time Marketing and Communication Coordinator that designs and develops all of our educational collateral materials in partnership with our Recycling Department Manager. Mid Valley Disposal has a large library of educational materials to cover many topics, and we continue to develop materials as needed. Our most commonly used educational materials include:

- SB 1383 General Information
- Instructional Service Guide
- Edible Food Recovery-Generator Requirements
- Grocery Store Food Loss Prevention
- Restaurant Food Loss Prevention
- Edible Food Recovery- Legal Protections
- Maintaining Your Organics Bin
- Organic Waste Disposal Guide
- Recycling Guide
- Flammable Material Hazard Disposal Guide/HHW
- Overfilled Container Notice
- Contamination Notice

GUÍA DE RECICLAJE

*ASEGÚRESE DE MANTENER LAS TAPAS CERRADAS ANTES DEL SERVICIO

VERTEDERO

RECICLAJE

ORGÁNICOS

RECYCLING GUIDE

*PLEASE BE SURE TO KEEP LIDS CLOSED FOR SERVICE

LANDFILL

RECYCLING

ORGANICS



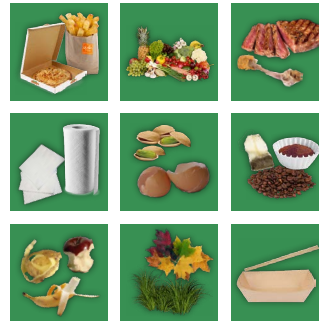
STYROFOAM
CLOTHES
PET WASTE
CARPET
TREATED WOOD
HOSE/ROPE
PLASTIC BAGS
TOILET/TISSUE PAPER
DIAPERS
TOYS
SHOES
PALM FRONDS

NON RECYCLABLE PLASTIC



MIXED PAPER
CARDBOARD
ALUMINUM & TIN
CANS
ALUMINUM FOIL
RECYCLABLE PLASTICS
GLASS JARS & BOTTLES

*ALL RECYCLABLE MATERIALS SHOULD BE UNBAGGED, EMPTY, CLEAN, AND DRY



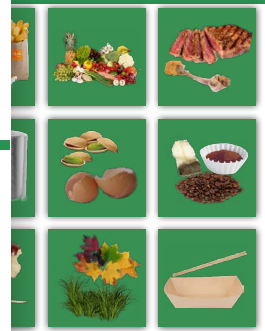
TREE TRIMMINGS
GARDEN CLIPPINGS
UNTREATED WOOD
GRASS
FOOD SOILED PAPER
SOILED CARDBOARD
FRUITS
VEGETABLES
EGGSHELLS
NUTSHELLS
COOKED MEAT/POULTRY/FISH

*NO PLASTIC BAGS OR COMPOSTABLE PLASTIC BAGS TO BE USED IN THE ORGANICS



AGENDA ITEM NO. 13.

DISPOSAL



FRUTAS
VEGETALES
CÉSPED
CON COMIDA
DE HUEVO Y DE NUEZ
/ AVES / PESCADO COCIDOS

*FAVOR DE NO USAR BOLSAS DE PLÁSTICO O BOLSAS DE SÚSTICO COMPOSTABLES EN EL CONTENEDOR DE ORGÁNICO



DISPOSAL.COM



Scan the QR code for a full list of items and their proper disposal

MIDVALLEYDISPOSAL.COM



FOOD RECOVERY REQUIREMENTS FOR BUSINESSES SENATE BILL 1383



What is Senate Bill (SB) 1383?

SB 1383 is a state law designed to reduce greenhouse gas emissions by 75 percent by 2025 and to increase edible food recovery by 20 percent by 2025 and to take effect January 1, 2022. All jurisdictions are required to adopt a mandatory organic waste ordinance. Jurisdictions will enforce and apply fines and penalties on anyone who does not comply.

What businesses are covered and when do they need to comply?

- Tier 1 Businesses: January 1, 2022
- Supermarket (with revenue $\geq$ \$2 million)
- Grocery store ($\geq$ 10,000 sq. ft.)
- Food service provider
- Food distributor
- Wholesale food vendor

- Tier 2 Businesses: January 1, 2024
- Restaurant ($\geq$ 250 seats or $\geq$ 5,000 sq. ft.)
- Hotel with onsite food facility ($\geq$ 200 rooms)
- Health facility with onsite food facility ($\geq$ 100 beds)
- Large events and venues
- State agency with cafeteria ($\geq$ 250 seats or $\geq$ 5,000 sq. ft.)
- Local education agency with onsite food facility



Scan this QR Code to find a list of edible food recovery organizations: www.midvalleydisposal.com/sb1383

SB 1383 INFORMATION GUIDE



WHAT IS SENATE BILL 1383?

SB 1383 is a bill that was passed to reduce organic waste disposal from our landfills by 75 percent and increase edible food recovery by 20 percent by 2025 and to take effect January 1, 2022.

All jurisdictions are required to adopt a mandatory organic waste ordinance. Jurisdictions will enforce and apply fines and penalties on anyone who does not comply.

KEEPING ORGANIC WASTE OUT OF THE LANDFILL

Organic waste that decomposes in a landfill releases methane gas, a highly potent greenhouse gas. This is why keeping food waste and green waste out of your trash is so important. Sending food scraps and green waste to a controlled composting facility through your green containers helps to prevent the release of methane gas that contributes to poor air quality affecting your health. Reducing methane gas will also prevent extreme climate change impact such as droughts and wildfires.

EDIBLE FOOD RECOVERY

There is an urgent need for food donation. Early participation in food recovery programs will help feed people who face hunger daily. California protects food businesses from liability now more than ever through the California Good Samaritan Food Donation Act.

Visit MidValleyDisposal.com for information regarding programs for the donation of edible food in your community.

WHO IS AFFECTED?

Everyone. Single residences, multiple family residences, businesses, schools, and special districts are all required to comply with SB 1383 and subscribe to recycling and organic waste recycling services. This means that organic waste, including food scraps and green waste, must be separated and placed in a green container, recyclables in a blue container, and trash in a gray container.

WHAT HAPPENS TO ORGANIC WASTE COLLECTED BY MID VALLEY DISPOSAL?

The organic waste collected by Mid Valley Disposal goes through its composting facility in Kernan where the materials are processed to produce compost and mulch used in the farming industry in the Central Valley to grow and produce nuts, vegetables, and fruits. You can help by making sure everything going in your organic container is compostable. Refer to our recycling guide to see what is compostable. If you have an alternative arrangement for your organic waste, you must be approved and comply with City requirements.

WAYS TO REDUCE ORGANIC WASTE AT HOME

- Shop smart and plan your food preparation by using a grocery list.
- Buy exactly what you need.
- When unpacking groceries move old products to the front and new items to the back.
- Monitor what you throw away.
- Eat leftovers & repurpose leftover scraps.
- Donate what you won't use.

RECYCLING GUIDE



STYROFOAM
TREATED WOOD
HOSE/ROPE
CLOTHES
TOYS
NON RECYCLABLE PLASTIC

PLASTIC BAGS
TOILET PAPER
DIAPERS
SHOES
CARPET

MIXED PAPER
CLEAN/FLAT
CARDBOARD
OFFICE PAPER
ALUMINUM & TIN
CANS

RECYCLABLE PLASTICS
BOTTLES AND
CONTAINERS
GLASS
JARS & BOTTLES

BREADS & GRAINS
YARD TRIMMINGS
UNTREATED WOOD
PASTA & RICE
SOILED PAPER & CARDBOARD
COOKED MEAT/POULTRY/FISH

FRUITS
VEGETABLES
EGGSHELLS
NUTSHELLS



WWW.MIDVALLEYDISPOSAL.COM

QUARTERLY NEWSLETTER 3RD QUARTER, 2024



HIGH TEMPS = HIGH FIRE RISK

Improper disposal of Household Hazardous Waste (HHW) in Central California's hot climate poses a serious fire risk. Items like batteries and chemicals can easily ignite, leading to dangerous wildfires. Proper disposal is essential to prevent such hazards and safeguard the community.

HOLIDAY NOTICE

THERE WILL BE NO DELAYS IN SERVICE THE WEEK OF THE FOLLOWING HOLIDAYS:

INDEPENDENCE DAY
THURSDAY, JULY 4

LABOR DAY
MONDAY, SEPT 2

VETERANS DAY
MONDAY, NOV 11

AB1826 - MANDATORY ORGANICS RECYCLING

AB1826 requires businesses and multi-family units such as apartments who generate two (2) cubic yards or more of waste per week to have an organics recycling program in place. Mid Valley Disposal can assist you with becoming compliant with AB1826!



AB341 - MANDATORY COMMERCIAL RECYCLING

AB341 requires businesses and multi-family units such as apartments who generate four (4) cubic yards or more of waste per week to have a recycling program in place. Mid Valley Disposal can assist you with becoming compliant with AB341!



NEW HHW FACILITY IN FRESNO NOW OPEN!

The Fresno County Environmental Compliance Center (ECC) accepts many hazardous materials including yard chemicals, pool chemicals, cleaning chemicals, automotive fluids, and chemicals, and many more. The facility is located at:

1327 W. Dan Riquillo Dr, Fresno, CA 93706, and is open on most Fridays & Saturdays from 9:00 a.m. - 3:00 p.m.



The facility also accepts materials from qualifying small businesses by appointment only; call 1-877-235-3005 to make an appointment. Small business customers only pay the cost of disposal. For more information, scan the QR code to visit the County's website, or call the Resources Division at (559) 600-4259.



Scan the QR code to visit our website: midvalleydisposal.com



During implementation period and the roll out of new services Mid Valley Disposal delivers a “new start packet” generally includes but is not limited to the following fliers:

- New Start Welcome Letter
 - Recycling Guide
 - SB 1383 general information
- Container Exchange Guidelines
 - Mid Valley Disposal Additional Services Guide

Contamination monitoring:

Mid Valley Disposal contamination monitoring is conducted through Driver or Recycling Coordinator observation, and scheduled SB 1383 Route Reviews.

Drivers on routes or Recycling Coordinators performing site audits may observe and tag containers for contamination at any time. All carbon copies of tags are entered into our customer data base for record keeping purposes. Our Recycling Coordinators then provide immediate and individualized education to the customer to help them resolve the issue of contamination through phone calls, emails, direct mail, or in person visits. Mid Valley Disposal’s Recycling Programs Manager works directly with the city to develop educational materials and/or letters that align with the detailed contamination program described in the franchise agreement. Mid Valley Disposal currently works with four other jurisdictions whose franchise agreements require different tiered contamination fee programs. Based on each franchise agreement, we develop individualized program tools, including billing and recurring reports, to ensure that jurisdictions meet the necessary contamination program requirements.

The Recycling Department also conducts annual SB 1383 compliant Route Reviews on every route that runs through the city. The Recycling Programs Manager will work closely with the City of Clovis in the planning process to ensure we align with all city timelines and requests.

WARNING
ADVERTENCIA

☐ **RECYCLING**
RECICLAJE

☐ **OVERLOADED**
SOBRECARGADO

☐ **SERVED**
VACIADO

☐ **ORGANICS**
ORGANICOS

☐ **CONTAMINATED**
CONTAMINADO

☐ **NOT SERVED**
NO VACIADO

☐ **TRASH**
BASURA

REMOVE CONTAMINATION / EXCESS
ELIMINA CONTAMINACIÓN / EXCESO

Container may not have been emptied due to contamination or overload. Please remove contamination/excess before next service day or call **(559) 567-0520** to request additional service.

*Es posible que el contenedor no se haya vaciado debido a contaminación o sobrecarga. Elimine la contaminación / el exceso antes del próximo día de servicio o llame al **(559) 567-0520** para solicitar servicio adicional.*

DATE: _____
(FECHA)

ROUTE: _____
(RUTA)

ACCT #: _____
(# DE CUENTA)

ADDRESS / CITY (DOMICILIO): _____

CONTAINER LOCATION: _____ BIN SIZE (TAMAÑO): _____
(UBICACIÓN DEL CONTENEDOR)

CONTAMINANTS FOUND INCLUDE: _____
(LOS CONTAMINANTES ENCONTRADOS INCLUYEN)

RECYCLE
NOT ACCEPTED
NO Styrofoam
NO Clothes
NO Diapers
NO Tires
NO Plastic Bags
NO Green Waste
NO Electronics

RECICLAJE
NO ACEPTADO
NO unicef
NO ropa
NO pañales
NO llantas
NO bolsas de plástico
NO desechos verdes
NO electrónicos

ORGANICS
NOT ACCEPTED
NO Plastic Bags
NO Animal Waste
NO Furniture
NO Painted Wood
NO Dirt
NO Brick
NO Cement
NO Palm Fronds
NO Compostable Bags

ORGANICOS
NO ACEPTADO
NO bolsas de plástico
NO desechos de animales
NO muebles
NO madera pintada
NO tierra
NO ladrillo
NO cemento
NO hojas de palma
NO bolsas compostables

RSB 1383 Route Review Standard Operating Procedure

1. **PURPOSE:**
The purpose of this SOP is to describe the methods and procedures used by Mid Valley Disposal staff to execute the contamination minimization requirements of SB 1383.
2. **SCOPE:**
This procedure applies to contamination minimization efforts performed by Mid Valley Disposal's Recycling Coordinator staff. This procedure does not apply to contamination monitoring performed by Mid Valley Disposal drivers.
3. **RESPONSIBILITIES:**

OPERATIONS MANAGER: Responsible for identifying all routes operating within the city, identifying a random sampling of 5% of stops along each route, and providing a map of the selected stops on the route to the Recycling Programs Manager.

RECYCLING PROGRAMS MANAGER: Responsible for setting up all routes in Smartsheet program, record keeping all documents in an organized manner, and scheduling and assigning Recycling Coordinator staff to complete the route review. Report findings to the Jurisdiction on a quarterly basis. The Program Manager will work closely with the Jurisdiction to ensure methodology and scheduling approval.

RECYCLING COORDINATORS: Responsible for completing route review audits in the field, taking clear photos, leaving contamination tags on containers, providing follow-up education and outreach, and keeping detailed records of all actions performed.
4. **PROCEDURE:**

Step 1: Identify Routes

Step 2: 5% of stops selected & map provided to Recycling Department

Step 3: Stops on route entered into Smartsheet

Step 4: Route review scheduled

Step 5: Route review performed in-field

Step 6: Follow up education mailed out to all generators with contamination observed

Step 7: Downloading of route review data results and saved in recordkeeping folder

Step 8: Provide results to jurisdiction
5. **SAFETY CONSIDERATIONS:**
PPE and closed toed shoes are required to be worn by all Recycling Coordinator staff while out in the field.
6. **EQUIPMENT AND MATERIALS:**
 - Smartsheet program & App
 - Cell Phone with camera
 - Contamination Tags
 - "Good Job" Tags
 - Writing utensil
 - Computer
 - PPE (high visibility vest)
 - Vehicle
7. **REFERENCES:**
SB 1383 Section 18984.5 container contamination minimization

Recordkeeping:

Mid Valley Disposal's Recycling Department is well versed in the record-keeping and reporting requirements of SB 1383 and assists all of our contract cities with their reporting and implementation record requirements. The Recycling Department manager ensures all education, outreach, waivers, contamination monitoring, procurement, and compliance reviews are tracked in full compliance with SB 1383. All records are regularly provided to the Jurisdiction on an agreed-upon schedule.

SB 1383 COMPLIANCE REQUIREMENT	MVD PROGRAM SOLUTION
Organic Waste Diversion	- MVD Composting Facility in Kerman is certified for mixed organics processing. - Established and new collection routes collect source separated organic waste.
Container Collection System/Colors/Labeling	- MVD provides 3-container collection services: - Gray - MSW - Blue - recyclables - Green - organic waste - New Labels are consistent with SB 1383 requirements - Commercial Bins Color and labeling consistent with standards
Edible Food Recovery Program	Identify generators and help partner with local recovery organizations.
Recovered Organic Waste & Renewable Energy Procurement Requirements	- MVD Compost Facility in Kerman produces compost available for City procurement. - MVD purchases RNG through fueling contracts and passes credits on to municipalities.
Education and Outreach Requirements	MVD has a comprehensive educational and Outreach materials to address SB1383 including AB341, AB1826, and AB827 including FAQs and PowerPoint presentations.
Contamination Minimization Requirements	MVD has a Contamination Minimization Program that includes monitoring of container contaminants including image capture at point of service using on-board truck camera's, in addition to site assessments and residential audits.
Recordkeeping Requirements	MVD keeps records of all activities performed in its contract cities for its Contamination Minimization Program, Educational and Outreach Programs, and Diversion Incentives Program as well as disposal and diversion tonnages from cleanup events, city sponsored events, and other special wastes services.
Self-Haul, Waivers and Exemptions Requirements	MVD can assist cities and generators with applications for waivers, and exemptions.
Compliance & Enforcement	MVD provides documentation and data reporting to cities to help in compliance and enforcement efforts.
Adopt Enforceable Ordinances	MVD assists its contract cities to update their solid waste ordinances to be consistent with SB 1383 requirements.

Reporting:

Mid Valley Disposal is well positioned to assist the City of Clovis with all CalRecycle reporting. We have assisted all of our contract cities with the execution and on-time submission of accurate and in-depth electronic annual reports for over 20 years. Our approach is to not just report data to the City, but to act as a point of contact for CalRecycle staff while advocating for the interests of the City. MVD has been praised by CalRecycle for the quality and effectiveness of reporting.

CalRecycle Electronic Annual Report

Program Code	Program Type	Item/Activity
1010-SR-BCM	Backyard and On-Site Composting/Mulching	2019 AR: The City mulches at nearly all City owned facilities that have grass. The Skate Park complies to the current State's Model Water Efficient Landscape Ordinance (MWELO). The new Veteran's Memorial Park is fully compliant as well. Recycling Coordinator continues to educate residents about organics and what materials are compostable through events, site visits, flyers, and social media.
1020-SR-BWR	Business Waste Reduction Program	2019 AR: The City's franchise hauler-Mid Valley Disposal and the city continue to promote recycling and waste reduction practices through commercial recycling and organics programs and the commercial site visits/assessment programs. During commercial site visits, businesses are provided with AB341 mandatory commercial recycle and AB1826 mandatory commercial organics program flyers and a detailed review of materials that can be diverted to assist with the reduction of waste. Waste assessments are conducted as needed and education is readily available to assure all employees are aware of the waste reduction practices. In 2019, 628 waste assessments were conducted; these assessments include the multi-family accounts as well. The City, Sanger Chamber, multiple doctor's offices, and the Sanger Library also keep Mid Valley Disposal Flyers in their lobbies regarding hazardous waste, C&D, AB341, AB1826, Clean Up Events, and bulky item pickups. The City, Sanger Chamber, Mid Valley Disposal, and the Sanger Scene also keep AB341, AB1826, C&D, Hazardous Waste, Clean Up Events, and bulky item pickup flyers on their social media accounts and websites. Additionally, the City sends out a monthly newsletter to all residential and commercial accounts that provides recycling information.
1030-SR-PMT	Procurement	2019 AR: Ongoing. The City officials use tablets for meetings, mugs and cups are provided to employees, and the City provides energy efficient vehicles to staff.
1040-SR-SCH	School Source Reduction Programs	2019 AR: Since the School District is no longer using the City's hauler as the waste collection hauler the City does not have any information to update on the annual report.
1050-SR-GOV	Government Source Reduction Programs	2019 AR: The City promotes diversion programs with flyers and educational materials printed and placed inside brochure holders at City Hall. Residents are free to take the information and learn how to improve on waste reduction. The City also promotes recycling through monthly newsletters, their website, and social media accounts. The City's hauler has a Recycling Coordinator that presents to staff and meets with City Staff regularly to promote the recycling programs. The City has multiple printers and copiers that print double-sided. Staff tends to print double sided. The City does not provide disposable cups to employees. Staff uses their own coffee mugs and water containers. The City has donated vehicles in the past or auctioned them. City officials also use tablets instead of paper for their meetings.
1060-SR-MTE	Material Exchange, Thrift Shops	2019 AR: Mid Valley Disposal provides Sanger residents with two vouchers where they can drop off any items (totaling 2 cubic yards) at our facility located in Fresno, free of charge. Additionally Mid Valley Disposal provides two Sanger Clean Up Events; one in fall and one in spring. The residents of Sanger can bring bulky items, up to 4 tires, E-Waste, green waste, metal, and other appliances free of charge. Mid Valley Disposal also provides two bulky item curbside pickups per year. MVD will pick up to 3 items on each pickup and each item must weigh less than 100 pounds. City of Sanger also has multiple clothing drop off boxes provided by Eco-World throughout high traffic areas. There were 168 Yard Sale Permits issued in 2019 by the City and there is 1 thrift store located in Sanger.
2000-RC-CRB	Residential Curbside	2019 AR: The City's franchise hauler provides a three cart system for trash, single stream recycling, and organic waste weekly collection. The City's hauler monitors the recycling programs with contamination notification tags drivers will place on a cart with unacceptable materials found inside. All contamination tags are sent to the Recycling Coordinator and the Recycling Coordinator provides recycling education to every resident with a contaminated cart. The recycling programs are promoted each year with an annual mail out flyer reminding residents of the accepted and not accepted items for recycling and trash.
2010-RC-DRP	Residential Drop-Off	2019 AR: The City offers a residential drop off event twice a year (Once in fall and once in Spring) where residents can haul extra trash, bulky items, e-waste, tires, and green waste to the Public Works Yard to this one day event. Last year's totals: Metal: 59.14 tons, Tires: 13.35 tons, Refuse: 256.67 tons, E-Waste: 15.61 tons, and Green Waste: 86.41 tons. The City also offers a voucher program where City residents receive two vouchers per year to use at the Hauler's transfer station located at 2721 S. Elm Ave, Fresno, CA. The residents are allowed to take up to 2 cubic yards of waste per voucher.

2.N.2: Litter Prevention/Abatement Plan

Proposal Section 5.5.13 Other Required Plans

At Mid Valley Disposal, we prioritize litter prevention and abatement as part of our commitment to providing efficient and environmentally responsible waste collection services. Our approach focuses on both preventing litter during collection and effectively addressing any litter that may occur afterwards, ensuring minimal disruption to the community and maintaining a clean, safe environment.

1. Side Loader Toters (carts):

To prevent litter during cart collection, we utilize side-loader trucks equipped with advanced automated servicing mechanisms. These trucks undergo regular maintenance to ensure they function properly, reducing the likelihood of malfunctions that could result in trash spilling from the carts. Our drivers are trained to carefully monitor the collection process and ensure all waste makes it into the truck. Additionally, drivers are vigilant in identifying overloaded carts, which they tag to notify the customer and encourage proper disposal practices. This proactive approach minimizes litter caused by overfilled containers.

2. Commercial Bins:

For commercial collection services, we ensure drivers closely monitor for overloaded bins. If a bin is overloaded, drivers will tag it and, in cases where litter is left behind, document the issue and notify the customer. This allows us to address overloading with customers directly and offer solutions, such as adjusting service frequency or providing additional bins to prevent future litter incidents.

3. Litter Abatement Post-Collection:

In the event that litter does occur during collection, our drivers are equipped with shovels and brooms on every truck to clean up any debris that may spill onto the ground. When safe to do so, drivers will manually collect small debris and clean the area as needed. Larger litter issues are reported to supervisors for further action. Additionally, our trucks are fitted with cameras that help identify problem areas where litter may be a recurring issue, allowing us to implement targeted abatement strategies.



Cost Considerations:

Mid Valley Disposal is committed to providing cost-effective solutions while maintaining the highest standards of service. The costs associated with our litter prevention and abatement efforts, including equipping trucks with cleaning tools and regular driver training, are integrated into our overall operational expenses. As such, no additional fees will be charged to the City or its residents for standard litter control measures. If a customer requires extra services to address recurring litter due to overloading or improper disposal, we offer tailored solutions such as increased service frequency or additional bins at a competitive cost, discussed on a case-by-case basis.

In summary, our approach to litter prevention and abatement is proactive and customer-focused. By maintaining our equipment, training drivers, and ensuring each truck is equipped with shovels and brooms for immediate cleanup, we minimize litter during collection operations. When litter does occur, we are prepared to respond quickly and efficiently to keep the City clean and safe for all residents.



2.N.3: Skilled Driver Recruiting, Training, and Retention Plan

Proposal Section 5.5.13 Other Required Plans

Recruitment, Training, and Retraining Program for Skilled Drivers

At Mid Valley Disposal, our drivers are the backbone of our commitment to the community, ensuring dependable and thoughtful service every day. We take pride in providing consistent, reliable collections by equipping our team with the skills they need to excel. Our comprehensive approach to the recruitment, training and retention of skilled drivers is now in one centralized location. The MVD Training and Resource Center opened in March of 2024 and serves as a 360-degree training hub for drivers to focus on safety, efficiency and customer service.



Recruitment

Our recruitment strategy is built on the belief that the best teams are made up of people who care deeply about their work and community. We partner with local vocational schools, participate in job fairs, and engage in community outreach, while also encouraging in-house referrals from our employees who understand our culture of safety and service. We offer competitive compensation, comprehensive benefits, and clear career growth pathways to attract and keep top talent, fostering a supportive and close-knit environment where everyone looks out for one another.



Commercial Driver Instructor (CDI) Program

Our Commercial Driver Instructor (CDI) program is the heart of our training efforts, ensuring that every new driver learns from the best. The 8-hour course is divided into two phases: trainers first learn how to deliver engaging and impactful in-cab instruction, then gain an overview of the classroom training content that new drivers receive. This approach ensures consistency and creates a strong foundation, helping trainers connect with new hires and reinforce knowledge in the field. It's about more than just teaching; it's about inspiring and mentoring the next generation of drivers.

New-Hire Driver Training Program

Every new driver goes through a multi-phase training program that prepares them to serve our community with excellence:

Classroom Instruction: A 5-day session where drivers learn critical safety protocols, vehicle operations, regulatory compliance, and the importance of exceptional customer service.

Hands-On Training: Real-world, in-cab coaching with experienced trainers focused on route efficiency, safe driving, and solid waste handling. We emphasize the importance of community service standards and teach drivers to use in-cab technology effectively. We also instill pride in being the face of Mid Valley Disposal, representing our company's values of safety, courtesy, and reliability to every neighborhood we serve.

Retraining and Ongoing Development

Our commitment to growth doesn't end with initial training. Drivers receive personalized retraining and development, from hands-on coaching to performance feedback sessions. Weekly *Toolbox Talks* keep safety top of mind, while quarterly safety campaigns and route observations promote ongoing excellence. Our continuous investment in our drivers means they always feel prepared, confident, and supported.

Retention and Performance Monitoring

We believe that a happy, supported driver is the key to our company's success and our community's well-being.



Regular Feedback: Supervisors offer consistent, meaningful feedback to help drivers grow and feel valued.

Incentive Programs: We recognize outstanding performance with bonuses for safety, attendance, and customer satisfaction.

Robust Onboarding: Our thorough onboarding program has contributed to an impressive 80% retention rate, reducing incidents and creating a stable and engaged workforce.

Career Advancement: We offer full support when employees show interest in growth opportunities within MVD. Drivers have a career path to go from "behind the wheel" to becoming a route supervisor, and beyond.

90%
of our supervisors
have been promoted
from within.

*A testament to our
dedication to developing
our own people.*

During the pandemic, our team's spirit shined brightest. We never missed a day of service, even when it meant supervisors and managers stepping in to help. This unwavering commitment not only kept our operations running but also brought us closer together, reinforcing our dedication to our community.

We also make sure our drivers feel appreciated and part of the family. From annual family picnics to local BBQs cooked by ownership and management, holiday gifts, and community events, we celebrate our team's hard work and the role they play in keeping our neighborhoods clean and safe.

2.N.4: Local Purchasing Preference

Mid Valley Disposal is committed to supporting the local economy of Clovis by prioritizing partnerships with businesses within the city. We recognize the importance of investing in our community and aim to source materials and services locally whenever possible.

We utilize several local vendors to meet our operational needs:

MINUTEMAN PRESS (657 SHAW AVE, CLOVIS):



We rely on Minuteman Press for all our printing services. They produce essential educational materials that we distribute across our jurisdictions, ensuring that our outreach efforts are effective and well-represented.

FASTSIGNS (1541 RAILROAD AVE, CLOVIS):

FastSigns is our go-to provider for banners and large signage, which play a vital role in our community visibility. Additionally, they create custom acrylic trophies for our "Recycler of the Year" recipients, celebrating the achievements of our partners and encouraging continued excellence in recycling efforts.

ACE TROPHY SHOP (1050 POLLASKY AVE, CLOVIS):

At Mid Valley Disposal, we believe in celebrating the exceptional contributions of our employees and community members. To honor their dedication and achievements, we collaborate with Ace Displays to create a variety of awards. Recently, they designed custom steering wheel trophies for our "Safe Driver Campaign," highlighting our drivers' unwavering commitment to safety and excellence in service.

WILD WATER ADVENTURE PARK (11413 E SHAW AVE. CLOVIS):

Each year, we proudly host our Founder's Picnic at Wild Water in Clovis, a centrally located venue that is easily accessible for all employees, regardless of where they reside. This special event honors our founder, Jay Kalpakoff, and serves as a wonderful opportunity for the entire Mid Valley Disposal team to gather for a day of fun, camaraderie, and team-building activities. The picnic not only celebrates our company culture but also reinforces the strong connections among our employees, fostering a sense of unity and pride in our mission.

Through these collaborations, Mid Valley Disposal not only enhances its operations but also strengthens the local economy, demonstrating our commitment to community engagement and support.



2.O: Subcontracting

MVD and related companies perform all the direct services required under this proposal including processing and marketing of diverted materials.

Sorted glass is sent to Strategic Materials Inc (SMI) processing site in Fairfield for further processing under the state QIP program. MVD also uses 3rd party freight companies for shipment of sorted commodities to end markets. A listing of those companies is available upon request.

2.P: Billing

The jurisdictions currently being directly billed by Mid Valley Disposal.

- | | | |
|----------------|---------------|--------------------|
| ▶ ARMONA | ▶ GUSTINE | ▶ COUNTY OF FRESNO |
| ▶ ATWATER | ▶ LINDSAY | ▶ COUNTY OF KINGS |
| ▶ BIOLA | ▶ LOS BANOS | ▶ COUNTY OF MADERA |
| ▶ DOS PALOS | ▶ ORANGE COVE | ▶ COUNTY OF MERCED |
| ▶ FARMERSVILLE | ▶ REEDLEY | ▶ COUNTY OF TULARE |
| ▶ FIREBAUGH | ▶ SELMA | |
| ▶ FRESNO | ▶ STRATFORD | |

Mid Valley Disposal uses Encore, a part of Routeware, an all-in-one customer records management software. Billing and service transaction codes are linked to contract pricing and routing, meaning service changes are updated in the customer's billing and driver routes at one time. The workflow automation provides seamless transitions for customers, back office-staff and drivers. All account information is centralized affording the opportunity for the CSR to manage accounts quickly and easily. The service history for each account and what date and time a customer was serviced is available for CSRs to efficiently and effectively solve customer issues. CSRs can see a comprehensive waste billing summary for the customer, including payment history and aged debt, to answer customer inquiries.

Changes in customer service level changes, (e.g. starts, cancelations, rate changes) are prorated once the work is complete, and customer accounts are subsequently updated to ensure accurate billing.. Billing is conducted on the last day of the month in arrears. Customers can make payments through a variety of methods: the MVD website (electronic check, debit/credit cards, auto-pay), visit any local MVD office, call our pay-by-phone option, or mail in their payment.

Statements are printed electronically through BMS Technologies and stored indefinitely. BMS Technologies can include multiple inserts to invoice mailing or provide mid-billing mailings with minimal lead time.

BMS Technologies provides Online Mail Tracking, utilizing IMb Tracing™ data from the US Postal Service. This process allows us to track customer statement delivery dates as it moves through USPS system.

BMS Technologies also provides us with National Change of Address Linkage system (NCOALINK) a secured system provided by the USPS to allow addresses to be updated to reflect permanent change-of-address information before mailing. This system references each record against change-of-address requests that have been filed with the USPS, updating it if a match is found.

Our CSRs reach out to all customers that may appear on the NCOALINK list to verify any new and updated information. A correct address saves time, money, and manpower by reducing the volume of non-deliverable mail; unsorted mail; and mail that is deliverable but requires extra effort to determine the proper location to which it should be delivered.

Statement example PDF (following page)


**MID VALLEY
DISPOSAL**

 PO BOX 12146
 FRESNO CA 93776-2146
 Phone: (559) 567-0604
 www.midvalleydisposal.com

ACCOUNT NAME:	SITENAME	
ACCOUNT NUMBER	INVOICE NUMBER	
51086300	3082404	
DATE	INVOICE TOTAL	AMOUNT DUE
11/01/24	\$3,160.12	\$3,160.12

ALL ACCOUNTS ARE DUE BY THE 20TH OF THE MONTH.

DATE	DESCRIPTION	REFERENCE	JOB PO	UNITS	\$/UNIT	SUBTOTAL
ACCT # 51086300 SITE NAME **** SERVICE ADDRESS FRESNO, CA 93727						
10/01/24	PAYMENT	ACH AUTOPAY 508938		1.00	(\$3,160.12)	(\$3,160.12)
11/01/24	64G TRASH 1XWK			73.00	\$21.14	\$1,543.22
11/01/24	2YD ORGANICS 1XWK			1.00	\$86.80	\$86.80
11/01/24	96G RECYCLE 1XWK			73.00	\$18.33	\$1,338.09
11/01/24	96G ORGANIC 1XWK			7.00	\$27.43	\$192.01

Scan the QR Code below to make a payment, sign up for paperless billing, or autopay. To make a payment using our automated phone system dial 559-421-1780 or visit www.midvalleydisposal.com to contact us for all service requests. Containers that are overfilled or contaminated may result in additional charges on your next invoice.

PAY MY BILL

Finance Charge is computed at the rate of 1 1/2% monthly (APR is 18%) with a \$3.00 minimum charge.



CURRENT	30 - DAYS	60 - DAYS	90 + DAYS
\$3,160.12	\$0.00	\$0.00	\$0.00

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO MID VALLEY DISPOSAL


**MID VALLEY
DISPOSAL**

 PO BOX 12146
 FRESNO CA 93776-2146

ACCOUNT NUMBER		PAYMENT DUE DATE	
51086300		11/30/24	
INVOICE NUMBER		INVOICE DATE	
3082404		11/01/24	
INVOICE TOTAL		INVOICE BALANCE	AMOUNT DUE
\$3,160.12		\$0.00	Autopay

AMOUNT ENCLOSED \$

 EXAMPLE STATEMENT
 2ND NAME
 MAILING ADDRESS
 FRESNO CA 93727

 MID VALLEY DISPOSAL
 PO BOX 12146
 FRESNO CA 93776-2146


2.Q: Corporation Yard & Maintenance Facilities

5.5.16 Corporate Yard and Maintenance Facilities

Mid Valley Disposal currently owns and operates a fully permitted facility at Whitesbridge and Valentine, alongside Highway 180. Overall, this approximate 12-acre site supports our operations across much of Fresno County. This location provides immediate access to Highways 99, 41, and 168, allowing for a centrally located facility to our service area. Built on this site is approximately 14,000 sf office space, including a multi-bay maintenance shop, and parking for 75 trucks. Truck fueling and washing is also available on site.

Currently in progress are plans to build a new corporate office, located adjacent to the existing facility on Whitesbridge and Valentine. This new property will include approximately 20,000sf of office space, and an additional 9,500 sf to house a maintenance shop and dispatch team. Construction is projected to begin in 2025 with anticipation of being fully operational in preparation of Mid Valley Disposal's 30th anniversary.

Our post collect sites are detailed in sections 5.5.2 and 5.5.5.

We recognize the importance of having a local office as described in the Customer Service section 4.8 for the length of our agreement. Upon execution of the agreement, Mid Valley Disposal will source a local office to house local Mid Valley Disposal representatives. Similar to our service agreements with Los Banos and Atwater, we have launched local offices where in-person customer service support is available.

3: Financing and Cost Proposal

3.A: Financing Plan

MVD has a long history of fiscal responsibility and stability, demonstrated in the audited financial statements provided under confidential cover. Should the City award the contract to MVD, all required equipment could be purchased using existing capital on hand. As a secondary source, MVD maintains a revolving credit agreement with BMO that has existing availability adequate to finance the required equipment to begin services. A letter from BMO is included in section 1 to reinforce MVD’s access to capital needed for all equipment necessary to perform under the agreement.

Sources:

Combination of cash on hand and revolving credit line draw:
\$8,900,000

Uses

All collection equipment, rolling stock, containers, and G&A equipment:
\$8,900,000

3.B: Cost and Rate Proposal

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$5,510,244.96
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,204,542.23
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$6,160.29
	Total Rate Revenue	\$7,720,947.48
4	Proposed Rate Period 1 Cost (without bagged organics)	\$7,721,927.21
5	Surplus/(Deficit)*	-\$979.73
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

General Proposer Information

Form 1

City of Clovis Base Services

Proposer Name:		Mid-Valley Disposal, LLC
Note to proposer: Input data in yellow shaded areas only.		
A. Primary Contact Information		
1	Name	Joseph J. Kalpakoff
2	Title	CEO/President
3	Phone	(559) 237-9425
4	Fax	NA
5	E-mail	Josephk@midvalleydisposal.com
B. Support Facilities		
1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	3444 W Whittessbridge Rd. Fresno, CA 93706
2	Address of administrative office	15300 W Jensen Ave Kerman, CA 93630
3	Address of billing office	15300 W Jensen Ave Kerman, CA 93630
4	Address of customer service office	3444 W Whittessbridge Rd. Fresno, CA 93706
C. Recyclable Materials Processing and Handling		
1	Name of processing site	Mid Valley Recycling Elm Ave MRF
2	SWIS ID	10-AA-0188
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul
4	Name and address of transfer location (if applicable)	
D. Organic Materials Processing and Handling (co-mingled YW/FW)		
1	Name of processing site	Mid Valley Recycling Kerman Compost
2	SWIS ID	10-AA-0201
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transferd
4	Name and address of transfer location (if applicable)	Mid Valley Recycling Elm Ave TS 2721 S Elm Ave
5	Bagged materials accepted at facility?	Commercial Only
E. Other Processing and Handling (Optional)*		
1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Form 2

AGENDA ITEM NO. 13.

Operating Statistics

Form 2

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,716	36,109	821	174	0	0	
Labor Information							
2 # of regular route personnel	5.5	5.5	5.0	1.2			17.2
3 Labor hours/day/person	9.6	9.8	9.8	8.0			
4 Total labor hours/year	13,728	14,014	15,288	2,995	120	120	46,265
Route Information							
5 # of routes per week (including weekends)	5.50	5.50	3.00	0.60	0.00	0.00	14.6
6 # of persons per route (including weekends)	1.0	1.0	1.0	1.0	0.0	0.0	4.0
7 # of route hours/day/route (including weekends)	8.2	8.3	8.1	6.0	0.0	0.0	
8 # of route hours per year per:	11,726	11,869	6,318	936	0	0	30,849
9 # of FTE routes	5.64	5.71	3.04	0.45	0.00	0.00	15
10 Total # of cart setouts per day for all routes	25,105	23,312					
11 # of cart setouts/day/FTE route	4,453	4,085					
12 # of cart setouts per week for all routes	125,525	116,560					
13 # of lifts or pulls per week for all routes			1,281	197	0	0	
14 # of lifts or pulls per year for all routes			66,612	10,244	0	0	
15 # of lifts or pulls per route hour			10.54	10.94	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	5.5	5.5	3.0	0.5	0.0	0.0	14.5
17 # of spare collection vehicles	0.0	1.0	1.0	0.0	0.0	0.0	2.0
18 Total # of collection vehicles	5.5	6.5	4.0	0.5	0.0	0.0	16.5
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,606		2,944				12,550.0
20 Organic Materials Collected		20,204		785			20,989.0
21 Materials Collected from Ancillary Services					178		178.0
22 Other Materials Collected (Specify) __special events	0	0	0	0	0	20	19.5
23 Other Materials Collected (Specify) _____	0	0	0	0	0	0	0.0
24 Total Collected	9,606	20,204	2,944	785	178	20	33,736.5
25 Processing residue disposed	1,825	1,010	442	118	0	0	3,394.7
26 Net Diverted	7,781	19,194	2,502	667	178	20	30,341.8
Overall Diversion Rate							89.9%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	2
	0.0
	0.0
	0
	0.00
	0
	0.00
	0.0
	0



Form 3

AGENDA ITEM NO. 13.

Proposed Labor Requirements

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	5.5	1.0	6.5	\$27.00	\$8.53
Cart Organic Materials	5.5	1.0	6.5	\$27.00	\$8.53
Bin Recyclable Materials	4.0	0.8	4.8	\$27.00	\$8.53
Bin Organic Materials	1.2	0.0	1.2	\$27.00	\$8.53
Scout Service	1.0	0.0	1.0	\$22.00	\$8.53
Ancillary Services	0.0	0.0	0.0		
Commercial Container Cleaning/Exchange	0.0	0.0	0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	17.2	2.8	20.0		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)		0.2	\$100.00	\$12.50	Both named Joe
General Manager	District Manager	0.1	\$75.00	\$12.50	
Operations Manager		1.0	\$50.00	\$12.50	
Service Liaison					
Municipal Relations Manager					
Government Liaison		0.5	\$40.00	\$12.50	
Route Supervisor		1.0	\$35.00	\$12.50	
Dispatcher		0.5	\$22.00	\$8.53	
Container Distribution					
Container Maintenance/Welder		0.1	\$24.00	\$8.53	
Maintenance Supervisor					
Maintenance Personnel		1.4	\$32.00	\$8.53	
Controller		0.1	\$50.00	\$12.50	
Safety Specialist		0.2	\$35.00	\$12.50	
Staff Accountant		0.1	\$30.00	\$8.53	
Office Manager		0.1	\$45.00	\$12.50	
Human Resources		0.1	\$45.00	\$12.50	
Accounting Clerk					
Billings Clerk		0.1	\$25.00	\$8.53	
Accounts Receivable Clerk		0.1	\$25.00	\$8.53	
Collection Clerk					
Financial Analyst					
Benefits Coordinator		0.1	\$30.00	\$8.53	
Customer Service Supervisor		0.1	\$30.00	\$8.53	
Customer Service Representatives		2.0	\$20.00	\$8.53	
Sales Coordinator					
Recycling Manager		0.2	\$40.00	\$12.50	
Diversion Coordinator(s) (up to 1 FTE equivalent)		1.0	\$23.00	\$8.53	
Other (specify): _____					
Other (specify): _____					
Subtotal Other Personnel	N/A	9.0			
Total All Personnel		29.0			

Form 4

AGENDA ITEM NO. 13.

Summary of Proposed Costs

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$613,620	\$613,620	\$416,810	\$83,362	\$89,614	\$12,400	\$1,829,426
Vehicle-Related Costs	\$170,875	\$170,875	\$81,369	\$16,274	\$4,285	\$0	\$443,678
Fuel Costs	\$216,475	\$243,890	\$121,945	\$24,389	\$6,874	\$0	\$613,573
Other Costs	\$183,309	\$195,000	\$97,500	\$19,500	\$12,815	\$1,000	\$509,124
Direct Depreciation	\$268,950	\$268,950	\$134,475	\$26,895	\$0	\$0	\$699,270
Total Allocated Costs - G&A and Vehicle	\$292,480	\$294,555	\$147,278	\$39,456	\$1,700	\$0	\$775,469
Total Cost of Operations	\$1,745,709	\$1,786,890	\$999,377	\$209,876	\$115,288	\$13,400	\$4,870,539
Profit	\$192,028	\$196,558	\$109,931	\$23,086	\$0	\$0	\$521,604
Pass-Through Costs							
Recyclable Material Processing Costs	\$360,225		\$88,320		\$0	\$0	\$448,545
Organic Material Processing Costs (without bags)		\$642,487		\$62,800	\$0	\$0	\$705,287
Other Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Disposal Costs (Residue)	\$82,131	\$45,459	\$19,872	\$5,299	\$0	\$0	\$152,761
Interest Expense	\$170,520	\$170,520	\$130,899	\$27,550	\$0	\$0	\$499,489
Total Pass-Through Costs	\$612,876	\$858,466	\$239,091	\$95,649	\$0	\$0	\$1,806,082
Total Costs before City Fees	\$2,550,613	\$2,841,914	\$1,348,399	\$328,611	\$115,288	\$13,400	\$7,198,225
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected	9,606.00		2,944.00				\$213,476
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$110,227
Public Education and Outreach							
Minimum \$200,000 Annually							\$200,000
Total Proposed Costs (organics without bags)	---	---	---	---	---	---	\$7,721,927
Additional Organic Material Processing Costs (with bags, if applicable)		not available		\$ 57,000			\$57,000
Total Proposed Costs (organics with bags) (2)							\$7,778,927

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$10,000	
\$10,000	\$0
\$0	\$0
\$10,000	\$0
FF and CS will be calculated once all	
\$10,000	\$0

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.

(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.



Capital Requirements

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

	New			Quantity Used			Total			Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Residential Cart Organic Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
Commercial Cart Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Commercial Bin Recyclable Materials	3		3			0	3	0	3	\$1,425,000	\$ 475,000.00
Commercial Bin Organic Materials (Comingled YW/GW)	1		1			0	1	0	1	\$475,000	\$ 475,000.00
Roll-Off			0			0	0	0	0		N/A
Subtotal	14	2	16	0	0	0	14	2	16	\$7,780,000	
Other Vehicles											
Pickup Trucks	2		2			0	2	0	2	\$100,000	\$ 50,000.00
Container Distribution	1		1			0	1	0	1	\$195,000	\$ 195,000.00
Mobile Service Truck			0			0	0	0	0		N/A
Scout			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Subtotal	3	0	3	0	0	0	3	0	3	\$295,000	
							Total Vehicle Cost			\$8,075,000	
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	900		900			0	900	0	900	\$46,125	\$ 51.25
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	800		800			0	800	0	800	\$41,000	\$ 51.25
Organic Materials Reduced Volume __64__ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Organic Materials Reduced Volume __64__ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Subtotal	2100	0	2100	0	0	0	2100	0	2100	\$106,625	
Bins											
1 cubic yard	225		225			0	225	0	225	\$151,875	\$ 675.00
1.5 cubic yards	0		0			0	0	0	0		N/A
2 cubic yards	275		275			0	275	0	275	\$206,250	\$ 750.00
3 cubic yards	300		300			0	300	0	300	\$255,000	\$ 850.00
4 cubic yards	200		200			0	200	0	200	\$190,000	\$ 950.00
5 cubic yards			0			0	0	0	0	\$0	N/A
6 cubic yards	25		25			0	25	0	25	\$28,750	\$ 1,150.00
Subtotal	1025	0	1025	0	0	0	1025	0	1025	\$831,875	
Other											
Multi-Family Kitchen Caddies	7000		7000			0	7000		7000	\$105,000	\$ 15.00
Other (specify):			0			0	0	0	0		N/A
Subtotal	7000	0	7000	0	0	0	7000	0	7000	\$105,000	
							Total Container Cost (excluding kithane caddies)			\$938,500	
Other	Description										
Offices											N/A
Processing Site(s)											N/A
Transfer Station											N/A
Corporation Yard/Maintenance											N/A
Container Storage Yard											N/A
Shop Equipment	Additional stocked tool box for maintenance tech, misc shop supplies										\$8,500
Fueling Equipment											N/A
Computer and Office Equipment	CSR workstations, office furniture, IT and telecom infrastructure, miscellaneous office furnishings, security										\$14,500
Other (specify):											N/A
Other (specify):											N/A
							Total Other Cost			\$23,000	
Total Capital Cost										\$9,036,500	

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service

Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$4.99	36,500	\$2,185,620
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$6.39	35,200	\$2,699,136
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$4.49	200	\$10,776
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$6.09	200	\$14,616
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$4,910,148

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service

Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.27	6,754	\$265,027
Organic Materials	1 pick-up/week	\$5.67	\$6.57	4,250	\$335,070
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$600,097

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service

Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1	NA	\$7.90	852	\$80,770
		2	NA	\$15.10	1	\$181
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$38.72	\$41.82	84	\$42,152
		2	\$77.44	\$83.64	9	\$9,033
		3	\$116.16	\$125.45		\$0
		4	\$154.88	\$167.27		\$0
		5	\$193.60	\$209.09		\$0
		6	\$232.32	\$250.91		\$0
		Sunday				\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$58.08			\$0
		2	\$116.16			\$0
		3	\$174.24			\$0
		4	\$232.32			\$0
		5	\$290.40			\$0
		6	\$348.48			\$0
		Sunday				\$0
Recyclable Materials	2 cubic yard Bin	1	\$77.44	\$83.64	235	\$235,851
		2	\$154.88	\$167.27	34	\$68,246
		3	\$232.32	\$250.91	9	\$27,098
		4	\$309.76	\$334.54	1	\$4,014
		5	\$387.20	\$418.18	1	\$5,018
		6	\$464.64	\$501.81		\$0
		Sunday				\$0
Recyclable Materials	3 cubic yard Bin	1	\$116.16	\$125.45	177	\$266,462
		2	\$232.32	\$250.91	63	\$189,685
		3	\$348.48	\$376.36	27	\$121,940
		4	\$464.64	\$501.81	15	\$90,326
		5	\$580.80	\$627.26	6	\$45,163
		6	\$696.96	\$752.72	1	\$9,033
		Sunday				\$0
Recyclable Materials	4 cubic yard Bin	1	\$154.88	\$167.27	61	\$122,442
		2	\$309.76	\$334.54	38	\$152,551
		3	\$464.64	\$501.81	27	\$162,587
		4	\$619.52	\$669.08	8	\$64,232
		5	\$774.40	\$836.35	2	\$20,072
		6	\$929.28	\$1,003.62	11	\$132,478
		Sunday				\$0
Recyclable Materials	5 cubic yard Bin	1	\$193.60			\$0
		2	\$387.20			\$0
		3	\$580.80			\$0
		4	\$774.40			\$0
		5	\$968.00			\$0
		6	\$1,161.60			\$0
		Sunday				\$0
Recyclable Materials	6 cubic yard Bin	1	\$232.32	\$250.91	7	\$21,076
		2	\$464.64	\$501.81	3	\$18,065
		3	\$696.96	\$752.72	2	\$18,065
		4	\$929.28	\$1,003.62		\$0
		5	\$1,161.60	\$1,254.53		\$0
		6	\$1,393.92	\$1,505.43		\$0
						\$0

Estimated Recycling Bin Revenue for Rate Period One

\$1,906,540

Rates for Regularly Scheduled Organics Cart & Bin Service

Form 7

AGENDA ITEM NO. 13.

Rate					AGENDA ITEM NO. 13	
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	__-gal Cart	1	NA			\$0
		2	NA			\$0
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
Organic Materials	96-gal Cart	1	NA	\$17.00	245	\$49,980
		2	NA	\$32.00	54	\$20,736
		3	NA	\$47.00	12	\$6,768
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Organic Materials	1 cubic yard Bin	1	\$46.46	\$46.46	194	\$108,168
		2	\$92.93	\$92.93	3	\$3,345
		3	\$139.39	\$139.39	5	\$8,364
		4	\$185.86	\$185.86		\$0
		5	\$232.32	\$232.32		\$0
		6	\$278.78	\$278.78		\$0
		Sunday				\$0
Organic Materials	1.5 cubic yard Bin	1	\$69.70	\$69.70	3	\$2,509
		2	\$139.39	\$139.39		\$0
		3	\$209.09	\$209.09		\$0
		4	\$278.78	\$278.78		\$0
		5	\$348.48	\$348.48		\$0
		6	\$418.18	\$418.18		\$0
		Sunday				\$0
Organic Materials	2 cubic yard Bin	1	\$92.93	\$92.93	56	\$62,448
		2	\$185.86	\$185.86	3	\$6,691
		3	\$278.78	\$278.78	1	\$3,345
		4	\$371.71	\$371.71		\$0
		5	\$464.64	\$464.64	2	\$11,151
		6	\$557.57	\$557.57		\$0
		Sunday				\$0
Organic Materials	3 cubic yard Bin	1	\$139.39	\$139.39	2	\$3,345
		2	\$278.78	\$278.78	2	\$6,691
		3	\$418.18	\$418.18		\$0
		4	\$557.57	\$557.57		\$0
		5	\$696.96	\$696.96		\$0
		6	\$836.35	\$836.35		\$0
		Sunday				\$0
Organic Materials	4 cubic yard Bin	1	\$185.86	\$185.86	2	\$4,461
		2	\$371.71	\$371.71		\$0
		3	\$557.57	\$557.57		\$0
		4	\$743.42	\$743.42		\$0
		5	\$929.28	\$929.28		\$0
		6	\$1,115.14	\$1,115.14		\$0
		Sunday				\$0
Organic Materials	5 cubic yard Bin	1	\$232.32			\$0
		2	\$464.64			\$0
		3	\$696.96			\$0
		4	\$929.28			\$0
		5	\$1,161.60			\$0
		6	\$1,393.92			\$0
		Sunday				\$0
Organic Materials	6 cubic yard Bin	1	\$278.78			\$0
		2	\$557.57			\$0
		3	\$836.35			\$0
		4	\$1,115.14			\$0
		5	\$1,393.92			\$0
		6	\$1,672.70			\$0
Estimated Organics Bin Revenue for Rate Period One						\$298,184



Rates for Miscellaneous Services (Per Occurrence)						
				Rate Period One August 1, 2025 through July 31, 2026		
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$5.00	1	\$60
	4 cubic yard container	Per-Occurrence Rate		\$117.09	1	\$1,405
	5 cubic yard container	Per-Occurrence Rate				\$0
	6 cubic yard container	Per-Occurrence Rate		\$175.63	1	\$2,108
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate		\$25.00	1	\$300
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate		\$15.00	1	\$180
Estimated Miscellaneous Service Revenue for Rate Period One						\$6,160

3.C: Revenue Share

MVD has assumed a fixed revenue of share equal to the current per ton rebate provided in the RFP of \$17.01 per ton of recyclables. This amount has been reflected in the cost proposal as a pass-through cost.

Because of volatility in recycling markets and ever-changing specifications, particularly in fiber grades, MVD does not typically include rebates in hauling agreement. However, we are open to negotiating the current model, or an amended version, that the City would prefer, provided that any forecasted change be included as a pass-through in the final rate model.

4: Exceptions

MVD has reviewed the draft agreement and provided a redline version with comments in Microsoft Word format. We understand that the comments provided will be used to evaluate MVD's proposal, and that the final Agreement is subject to negotiation with the City should MVD be selected.

Should new information or circumstances arise from the time of submittal to the time of finalizing the Agreement that require additional provisions or edits, MVD is open to working with City on amending contract language to reflect City's goals or requirements.

5: Other Proposal Forms

5.1: Secretary's Certificate

ATTACHMENT E SECRETARY'S CERTIFICATE

PROPOSAL FOR RECYCLABLE MATERIAL AND ORGANIC MATERIAL COLLECTION, PROCESSING, AND MARKETING SERVICES FOR THE CITY OF CLOVIS

I, Joseph Kalpakoff, certify that I am the secretary
(Name of Secretary)
of the corporation named herein; that Joseph Kalpakoff who signed this
(Name of Person Signing Proposal)
Proposal on behalf of the corporation, was then President & CEO of
(Title of Person Signing Proposal)
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true
and correct copy of the Proposal for Recyclable Materials and Organic Materials Services
(Name of Corporate Document)

By:  (Signature)

Name: Joseph Kalpakoff (Printed Name)

Title: Secretary

Date: 11/21/24

5.2: Anti-Collusion Affidavit

ATTACHMENT C ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the President & CEO of Mid-Valley Disposal, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed.

Executed under penalty of perjury on this 21st day of November, 2024 at
Kerman, CA

SIGNED

BY Joseph Kalpakoff

Name of Proposer

TITLE President & CEO

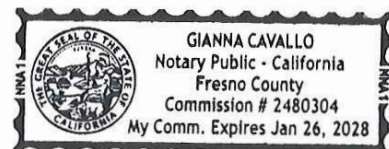
Subscribed and sworn to before me this 21 day of November, 2024

at 15300 W Jensen Ave

Kerman, CA 93630

Notary Public

My Commission expires: January 26, 2024



5.3: Iran Contracting Act Certification

ATTACHMENT G
IRAN CONTRACTING ACT CERTIFICATION

COMPANY’S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services (“DGS”) pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, “Person” shall mean a “Person” as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

Mid-Valley Disposal, LLC (Company Name)

By:  (Signature)

Name: Joseph Kalpakoff (Printed Name)

Title: President & CEO

Date: 11/21/2024

Addendum: **Request for Proposals**

CITY of CLOVIS

PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

October 24, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 1 for PUD 24-15

Enclosed is the Addendum No. 1 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 1 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Misc. Documents	Commercial Customer Account Lists, Commercial Customer Trash Bin Location; these as Excel files available on PlanetBids.
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- ☐ FOR YOUR APPROVAL
 ☐ REQUEST FOR INFORMATION
 ☐ FAX AS SENT
☐ FOR YOUR REVIEW AND COMMENTS
 ☐ PLEASE RESPOND A.S.A.P.
 ☐ ORIGINAL WILL FOLLOW
☒ FOR YOUR USE/INFORMATION
 ☒ PLEASE FORWARD

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs
Public Utilities Director

Sarai Yanovsky, P.E.
Supervising Civil Engineer
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

www.cityofclovis.com

CITY OF CLOVIS, CALIFORNIA
Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15
ADDENDUM NO. 1

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 1 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Information:

See the RFI's below, these questions were received in the Pre-Proposal Meeting held on October 23, 2024.

Q1. Can the City provide service level data for commercial accounts (customer address, name, and container size/service frequency).

A1. Refer to PlanetBids for Commercial Account lists and Customer Trash Bin Locations list.

Note:

Commercial Customer Account Lists is a list of commercial and multifamily accounts with the noted type and frequency of service. The RECCEN Code: 1 – 96 gal 1x/week under recycling column is the code for Centralized recycling, in which the carts currently are provide by the City. These services are pilot programs that may need bin service. The City is expecting the Contractor to recommend and implement the proper service based on the generators needs.

Commercial Customer Trash Bin Location is a list of the latitude and longitude of each trash bin for the Commercial Customers.

Q2. In the labor tab of the financial cost forms, are part-time staff acceptable?

A2. Part-time staff is acceptable, and it's expected for some positions.

The RFI below was received via email.

Q.3 Can the City email copies of any handouts or presentations that were provided at the pre-proposal meeting.

A3. Refer to PlanetBids for the pre-proposal meeting presentation.

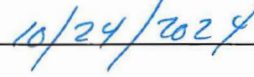
CITY OF CLOVIS, PUD 24-15
REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND
MARKETING

ADDENDUM NO. 1



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date



PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 1. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date

11/21/2024

END OF ADDENDUM NO. 1



CITY of CLOVIS

PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

October 28, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 2 for PUD 24-15

Enclosed is the Addendum No. 2 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 2 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
4	Documents	Revisions to Sections 1.4 and 4.4
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- | | | |
|--|--|---|
| ☐ FOR YOUR APPROVAL | ☐ REQUEST FOR INFORMATION | ☐ FAX AS SENT |
| ☐ FOR YOUR REVIEW AND COMMENTS | ☐ PLEASE RESPOND A.S.A.P. | ☐ ORIGINAL WILL FOLLOW |
| ☒ FOR YOUR USE/INFORMATION | ☒ PLEASE FORWARD | |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs
Public Utilities Director

Sarai Yanovsky, P.E.
Supervising Civil Engineer
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

www.cityofclovis.com



CITY OF CLOVIS, CALIFORNIA

**Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing**

PROJECT NO. PUD 24-15

ADDENDUM NO. 2

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 2 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

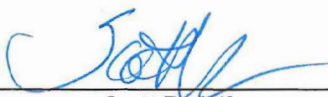
1. Proposal Due Date

The proposal due date has been postponed for one week. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:

Proposal Due Date and Submittal: All proposals must be received by 2:00 p.m. on November 20, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

Attached to this document are revisions to the following Sections:
Section 1.4 RFP Schedule
Section 4.4 Proposal Submittal Process



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 10/28/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 2. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 2

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.4.3.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	October 16, 2024
Virtual pre-proposal meeting	October 23, 2024 at 10:00 a.m.
Deadline to submit written questions	November 6 October 30 , 2024 at 4:00 p.m.
City issues response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum, if necessary	November 13 November 6 , 2024
Proposers submit proposals	November 20 November 13 , 2024 at 2:00 p.m.
City conducts interviews and negotiations with one or more proposers	December November 2024
Recommendation of selected proposer to City Council	January 2025 December 2024
Contract executed	January 2025 December 2024
Selected Contractor begins providing service	August 1, 2025

* Note that the City may modify this process and/or schedule to best meet the needs of the City.

{Remainder of page intentionally blank}

The City shall have the right (but not the obligation) to perform a review of any, or each, proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review, as a failure to do so may result in the immediate disqualification of the proposal(s) submitted by proposers. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City may conduct reference checks on proposers that involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the City or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and Recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

The City will only enter into an agreement that will enable the City to comply with all applicable State mandates including, but not limited to: AB 939, AB 341, AB 1826, and SB 1383.

4.4 Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section 4.4 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

4.4.1 Step One – Register for Correspondence, RFP, and Announcements

If you are interested in receiving future correspondence or announcements related to the City's RFP process, please contact Sarai Yanovsky via email and request that your name be placed on the RFP distribution list. Sarai Yanovsky can be reached at saraiv@clovisca.gov. If you do not place yourself on the RFP distribution list, any future correspondence or announcements related to this RFP may not be transmitted to you.

4.4.2 Step Two – Optional Pre-Proposal Meeting

An optional pre-proposal meeting will be held virtually on October 23, 2024 from 10:00 - 11:00 a.m. The meeting link is included in this RFP package. The City may accept proposals received from proposers who do not attend the pre-proposal meeting. Proposers are encouraged to submit questions related to the RFP and Draft Services Agreement prior to the pre-proposal meeting. In addition, oral and written questions will be accepted at the pre-proposal meeting. As appropriate, preliminary oral responses to questions will be provided at the pre-proposal meeting. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses should be used for the purpose of preparing proposals. Additional questions may be submitted up to the date and time specified in Section 1.4. Written requests for clarifications will be responded to in writing and shared with all interested companies of record.

4.4.3 Step Three – Submission of Written Questions

The City directs proposers to submit all questions, requests for clarification, or requests for additional information regarding the RFP in writing to Sarai Yanovsky at saraiv@clovisca.gov by or before 4:00 p.m. on **November 6** ~~October 30~~.

City of ClovisSection 4: RFP Conditions and Proposal Submittal
RFP for Collection and Processing Services

Written requests for clarifications will be responded to in writing and shared with all interested companies of record on the RFP distribution list by **November 13** ~~November 6.~~

4.4.4 Step Four – Proposal Submittal

By submitting a proposal, all proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

The package shall be clearly labeled: PROPOSAL FOR RECYCLABLE MATERIALS AND ORGANIC MATERIALS SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

In order for a proposal to be deemed complete, proposers must mail or hand-deliver a complete proposal packet (as described in Section 5) to:

City Clerk
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Proposal packets must include:

1. Five (5) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11-inch 30% post-consumer Recycled content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).
2. A flash drive containing:
 - a. A copy of the technical proposal as a PDF formatted for the PC version of Adobe Acrobat.
 - b. A copy of all completed financial proposal forms (i.e., those provided in Attachment B of the RFP) formatted for the PC version of Microsoft Excel.
 - c. A copy of the Draft Services Agreement in track-changes mode formatted for the PC version of Microsoft Word (as applicable, and as explained in Section 5.7).



City of ClovisSection 4: RFP Conditions and Proposal Submittal
RFP for Collection and Processing Services

All proposals must be received by 2:00 p.m. on **November 20** ~~November 13~~, 2024 (Due Date and Time). **All proposals shall remain sealed until the Due Date and Time, and proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions will be accepted.

Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the proposer to clearly identify any confidential, Proprietary, Trade Secret, or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other Applicable Law, or by order of any court or government agency, and the proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, and City staff are able to immediately see the results online, City staff and/or its consultant may then begin reviewing the submissions for responsiveness, compliance, and other issues.

Each proposal must be accompanied by surety made payable to the City of Clovis in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The purpose of the surety is to guarantee that the successful Contractor will execute the New Agreement with the City. **If the selected Contractor does not execute the New Agreement within 30 calendar days after receiving notice of the award of the New Agreement, the City may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by the City in this event.** Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Services Agreement with the successful Contractor.

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CITY of CLOVIS

PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 14, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 3 for PUD 24-15

Enclosed is the Addendum No. 3 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
7	Addendum	Addendum No. 3 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Misc. Documents	Updated Financial Forms, Q4 2023 Clovis Quarterly, Compost Event, Saturday Routes – Recycling Only, available on PlanetBids "Addenda/Emails" tab.
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- ☐ FOR YOUR APPROVAL
 ☐ REQUEST FOR INFORMATION
 ☐ FAX AS SENT
☐ FOR YOUR REVIEW AND COMMENTS
 ☐ PLEASE RESPOND A.S.A.P.
 ☐ ORIGINAL WILL FOLLOW
☒ FOR YOUR USE/INFORMATION
 ☒ PLEASE FORWARD

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs
Public Utilities Director

Sarai Yanovsky, P.E.
Supervising Civil Engineer
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

www.cityofclovis.com



CITY OF CLOVIS, CALIFORNIA
Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15

ADDENDUM NO. 3

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 3 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Information:

See the RFI's table attached to this addendum. These questions were received via email.



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/14/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 3. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 3

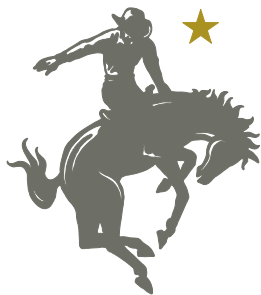
Number	Question	City's Response
1	Can you clarify the expectation of employing any full time employees who are non-drivers?	Refer to Section 5.7 of the draft agreement for key personnel. The proposer shall provide one (1) full-time diversion coordinator.
2	There is a discrepancy within the contract. Are one or two full time diversion coordinators required?	Refer to Section 5.7 of the draft agreement for key personnel. The Hauler shall provide one (1) full-time diversion coordinator.
3	How many yards of compost for annual giveaway is the City expecting?	Refer to the Compost Event table uploaded to the PlanetBids in the "Addenda/Emails" tab.
4	Can you clarify the City's expectations of the hauler when referencing the labor agreement in the RFP? Is it the City's expectation that the successful proposer must honor the Collective Bargaining Agreement from the incumbent?	The City expects the hauler to comply with current labor law.
5	Can you supply a current list of non-compliant recycling customers?	Refer to the Commercial Customer List that was provided with Addendum 2. The list shows current service levels and waiver status.
6	The agreement states hauler must provide a move in recycling kit for MFD's. Part of the kit includes an "in home recycling container". Can the city provide more information on this?	Refer to Section 4.4 of the draft agreement. The hauler is required to provide a kitchen pail.
7	Do the existing MFD customers have move-in kits? Are these only to be delivered to new tenants?	No, MFDs customers do not have move-in kits. The hauler should provide kits with this contract.
8	Can the expense of the move-in kits and its contents, including the container, be considered Public Education and Outreach expense?	Not for the Initial rollout, but it can be for on-going Education and Outreach.
9	Excel Sheet Form 0 Rates Summary states "The proposed annual cost should be no more than \$1,000 different from the total rate revenue" Is this to imply that there is no profit in Year One? If that's not the case, please clarify the above statement's intent.	Refer to Question 10.
10	Excel Sheet 4 Cost Summary: Should there be a profit line on this tab?	Yes, refer to the revised Financial Proposal forms in PlanetBids under "Addenda/Emails" tab.
11	Excel Sheet 6 Resi Rates: Back yard service rate cell is not highlighted in yellow as an input cell. Is the proposer supposed to place a number in this cell? Additionally, are the 47 accounts in the form the accurate number, or was it a number from a prior RFP?	Refer to the revised Financial Proposal forms in PlanetBids under "Addenda/Emails" tab. No input is required.
12	Page 4 of the RFP indicates that there are 3619 units that are in 2-4 unit buildings? Are these serviced with individual carts, or centralized billing?	Figure 3 is an overview of the City using CA Department of Finance data. Refer to the "Commercial Customer Account List" provided in Addendum 1.
13	Page 4 of the RFP indicates that there are 6686 Five + units. Are these serviced with metal bins and centralized billing?	Current service may vary. Refer to the "Commercial Customer Accounts List" provided in Addendum 1.
14	The RFP indicates that in the first year \$200,000 must be spent on Public Education and Outreach. Is the \$200,000 the expected amount in all subsequent years of the Agreement, or is the proposer to indicate an amount that it feels is adequate for effective Public Outreach and Education?	The City's intent is for on-going annual budget to be built into the rates. However, the proposer has the ability to indicate the amount it feels is adequate for effective Public Outreach and Education. The City will require expense reports for this item.
15	Excel Sheet 4 Cost Summary already has a revenue share amount of \$17.01 in the form. It is not highlighted in yellow as an input cell. Is the \$17.01 a first year revenue share number or are we supposed to propose a revenue share number?	The current value of \$17.01 is the first year revenue without the change in the average consumer price index. The proposer can propose a revenue share number that includes the average consumer price index.
16	Excel Sheet 7 Bin Rates: The comment in the "Current Monthly Rate" states "Proposal shall not exceed following percentages of refuse rates: Recycling = 50% refuse rate. Organics = 60%". The RFP and Draft Agreement state that rates cannot exceed 60% for both services. Our assumption is the 60% for both services, but please confirm.	The current rates are = 50%/60%, The proposal may be up to 60%/60%. The Excel Sheet has been revised in the Addendum 3 - Revised Attachment B Financial proposal Forms.
17	Excel Sheet 7 Bin Rates: The comment in the "Current Monthly Rate" states "The City is charging \$77.44 per yard/week for refuse". Does that mean that a one cubic yard with once weekly service bin rate is $(1 \times \$77.44 \times 52)/12 = \335.57 per month? Or is the \$77.44 a monthly rate for a one-cubic yard bin receiving once weekly service?	The latter, \$77.48 is monthly rate for one cubic yard receiving service once per week.
18	The City of Clovis currently supplies all of the carts within the city. The current hauler only supplies metal bins. Is the City of Clovis going to remove their carts from Multi-Family, etc. and have the hauler put theirs in?	Carts that are placed by the City are being billed by the City. This service will remain until the Hauler and City provide "Right-Sizing". Right-Sizing is defined as the process of adjusting your waste collection services to match the amount and type of waste the business produces.

19	In order to comply with SB1383, the hauler will need to contact the residents for educational purposes and for compliance. Because the City provides the residential billing, is the City able to give the hauler the contact information for the residences?	Yes, the City will provide as needed.
20	Attachment F-1 shows the City Facilities. Some of those facilities do not show any recycling or organics service. Can you confirm whether or not they will require those services, and at what level if so?	It is anticipated that the City Facilities will need service. The hauler is expected to provide Right-Sizing.
21	Who will be reviewing the proposers' financial statements, just the City or the City and the Consultant? What assurances can be given to the proposers that their financial information remains confidential?	All information submitted in response to the RFP is subject to the Public Records Act requests. If the City is asked to provide a copy of the proposal(s), the City will notify the proposer and give them time to mark sensitive information as proprietary and confidential. City will review and evaluate what the proposer thinks should be redacted from the proposal shared with others and whether it is truly proprietary/trade secret information exempt from disclosure under the Public Records Act.
22	Are Assisted Living Facilities considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
23	Are Nursing Homes considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
24	Are Senior Living Facilities considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
25	In the draft agreement, it states that all commercial customers should have their new containers ready to start service at the commencement of the contract. However, in other place, the draft agreement indicates that the new contractor will have 30 days to implement this. Can the city provide clarification on what is expected? (see Section 5.6.A-B, Pages 31-32,& Exhibit B-2).	Refer to Section 5.6A of the draft agreement. This section states, On or before the Commencement Date, the contractor shall provide Customers receiving bins or cart service with refurbished or like-new bins or carts as requested by the Customer that meets the desired Service Level.
26	Is the City requiring an auto enrollment of organic and recycling service for multi-family and commercial properties? For purposes of answering this question, auto-enrollment would be defined as each commercial and multi-family customer is to receive an organic and recycling container unless issued a waiver by the city.	No, the City is requiring properties to undergo Right-Sizing by the hauler. Properties that are out of compliance with the ordinance will be subject to enforcement actions.
27	In section 5.7, 3 of the draft agreement, it states that the contract should hire the diversion coordinator who will "assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine service." Does this refer to existing multi-family and commercial customers under the current hauler? Or does this refer to all multi-family properties and commercial customers that do not have existing recycling and organic service?	All properties should be contacted for Right-Sizing. Prior to commencement, existing customer should be contacted for transition services.
28	The RFP specifies that there are 938 mobile homes within the city. These accounts are not listed in the commercial customer account list provided. Does the city require that mobile homes be serviced with residential cart service? Or will some of the mobile homes be serviced with centralized bin service? Are there size specifications of organic waste?	The Hauler and the City Hauler to evaluate and make the "Right Sizing".
29	Is it the expectation of the city that 2-4 unit multi-family dwellings will receive residential cart service? If so, will each unit be billed the 3-cart single family rate? If a multi-family dwelling has 5+ units, will they be required to have centralized bin service? If so, will the billing process be identical to the current agreement? There is confusion over how to bill and how to propose a rate for centralized bin service. We would appreciate clarification on how this rate is to be developed.	The City does not expect the hauler to provide 96-gallon recycling and organics services to multi-family dwellings. The City would like hauler to perform Right-Sizing to multi-family accounts 2-4 and 5 or more units. The hauler should assess multi-family accounts and provide recycling and organics services using carts or bins. The City anticipates the proposer not to exceed 60% of the commercial can rate. City to provide rate.
30	The RFP states that contractor should provide recycling and organic collection services to all commercial entities except for those that are approved for waiver exceptions upon the commencement of the contract. Does the city have an anticipated count of commercial accounts that will be excluded from service? Will the new contractor be required to submit suggested waiver customers to the city prior to the commencement of the contract?	Yes, the City has a list of commercial accounts with SB 1383 waivers and AB 341 exemptions. The city has approved and traced the SB 1383 waivers and Republic Services has listed the accounts with exemptions for recycling services. Refer to addendum attachment. Refer to response to question 27 regarding prior to commencement.

31	In the RFP, section 3.4.2, it states that the contractor will be required to dedicate a government liaison, service liaison, and diversion coordinator(s) to the City of Clovis. It also states that these staff do not to be exclusively dedicated to the City of Clovis but that the proposer must indicate how much time will be dedicated to the city of Clovis. However, in the draft agreement, section 5.7E3, it states that the diversion coordinator must be fully dedicated to the city. It also states that the service liaison & government liaison should be 100% dedicated to the city in sections Section 5.6, E, Page 35-36. Should our proposal defer to the specifications of the RFP?	Refer to Section 3.4.2 in the RFP. The government liaison, and service liaison, do not need to be 100% dedicated to the City. Please put their percent time dedicated to the City in the cost forms (as a % of an FTE). The final agreement will be updated per the successful proposer's cost forms. The City's expectation is for the proposer to provide one (1) full-time diversion coordinator.
32	In the draft agreement, section 4.8.1B, it states that the contractor must have 2 local customer service representatives dedicated to the city. In the RFP, it asks the proposer to specify how many customer service agents will be used. Should our proposal defer to the specification of the RFP? Does the contract have to have two fully dedicated customer service agents for the city?	Refer to Section 3.4.2 in the RFP. Proposers should specify customer service agents in place to handle inquiries each day.
33	In Section 6 of the RFP, the city lists its areas for selection but does not provide a number grading system or assign weight to each value. Will the city be providing further clarification on its selection criteria and which values it will prioritize in the process? Will there be numeric values or a grading system? Will there be no values or grading system to indicate the most important elements of a bidder's proposal.	The evaluation process will be based on best value to the City.
34	In section 8.2D of the draft agreement, it refers to "allowable profit" identified in Exhibit G. This is not specified in Exhibit G. What is this referring to?	Exhibit G is the Contractors Proposal
35	In the draft agreement, Section 5.6.G, Page 35, it states that at the end of the contract, the city will resume ownership of all containers that are not fully depreciated. Can the city clarify if this refers to all commercial and multi-family containers, including commercial bins or carts?	All Containers
36	Referencing section 8.2.D of the draft agreement, in the event that the city were to direct a change in the rate structure, and the contractor were to immediately identify a significant decrease in revenue, would the contractor be able to receive an upfront compensation adjustment? Additionally, in an instance like this, would the provisions in 8.3 of the extraordinary rate adjustments be applicable?	If the City directs a change to the contract structure then the provisions in Section 8.3 would be applicable.
37	If the city were to direct disposal of materials to new city-directed processing facilities, is there a compensation mechanism for additional costs incurred for taking materials to different approved facility?	City will negotiate compensation mechanism.
38	Does the city have available space for the contractor to lease for office space?	The City does not anticipate any lease space available on City property.
39	Do the city's anticipated customer service representatives need to be physically located in the local office, Monday through Friday, 8 am to 5 pm?	Refer to Section 3.4.2 in the RFP.
40	It is our understanding that programs associated with SB54 are still in development. Should the regulations effect the services provided in this agreement, will there be a meet and confer process to understand and implement these programs and compensate the contractor outside of the extraordinary rate adjustment?	Changes in law will be evaluated in accordance with Article 8 CONTRACTOR'S COMPENSATION AND RATE SETTING of the draft agreement.
41	Under the agreement, would a change of collection hours or operating days constitute a change in scope?	All changes will be review and assessed at time of implementation to ensure alignment with service requirements and contract terms.
42	The statewide goal is 55% diversion per capita. Is there a basis for requesting a minimum 75%?	Since Contractor is only collecting recycling and organics, the diversion rate of hauler-collected materials is anticipated to be higher.
43	Figure 3. Can you confirm that the numbers shown for Five Plus and Mobile Home are units and not addresses?	The information in Figure 3 is from the Department of Finance. For service levels and addresses see the information provided by the City in Addendum 1.
44	Does the City anticipate legal challenges to the award of this agreement? Would the City postpone the agreement even if baseless challenges are filed?	Whether the City decides to proceed or postpone the agreement in the face of legal challenges will depend on the nature an strength of those challenges as well as potential impact to City operations.

45	To properly calculate collections, can the City provide the SF home count for each day of the collection schedule?	Clovis continues to grow so this number changes daily. As of September 2024 Monday (6,564) Tuesday (7,567) Wednesday (6,222) Thursday (8,512) Friday (6,993)
46	Are the number of incumbent trucks shown in Figure 7 exclusive to Clovis? Does the total number of trucks shown (14) operate daily? Does the total number of trucks shown include spare trucks?	The numbers does not include spare trucks.
47	How many homes participate in the sharps program?	Information not available.
48	Can the City define what type of batteries and quantity of batteries can be set out for collection? E.g. car batteries, dry cell batteries, lithium, batteries. What is the participation level in the cell phone recycling program, Can the City provide volumes?	The City currently accepts household batteries and cell phone batteries. (Nickel-cadmium, batteries that bear the three chasing arrows, lead-acid batteries, Rechargeable NI-Cad, and non-lead rechargeable lead-acid batteries. Residents can place the accepted batteries inside a clear zip-lock bag or tie-closed plastic bag, on top of the recycling cart lid. Information is currently not available for the collection of batteries.
49	Can the City provide any historical tonnage date for past City events?	Information is currently not available.
50	Assuming we need 14 drivers to operate our proposed routes, and the incumbent only has 12. Does item 1 require the proposer to use the Republic's collecting bargaining agreement to obtain the additional two employees? Or Explain the application of "Additional employees, if needed, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement with the current Solid Waste Collection Contractor. This requirement, however, shall not be applicable to management or supervisory personnel".	Proposers are required to comply with all applicable law.
51	Can the City provide the current labor agreement so we can fully understand the incumbent's compensation? Does Figure 11 factor in PTO, Retirement, Health Benefits, and other company paid benefits.	Please refer to Section 3.4 Labor Policy of the RFP.
52	Does the past performance record include litigation surrounding auto loss and/or property management claims?	Yes.
53	Can the City provide a current characterization of the recycle stream of residential and commercial	Refer to Quarter 4 2023 Clovis Quarterly uploaded to PlanetBids in the "Addenda/Email" tab.
54	If bidder intended to use 3 rd party processing, will they be required to comply with all the sub-contractor conditions?	Yes.
55	Except where noted, do the Ancillary Services apply to only residential customers?	Ancillary services apply to all residential customers (single and multi-family)
56	The language in the agreement caps rates at 60% of the solid waste rate. Does this City intend to remove this limitation? Same provision in 8.1.	This is the current arrangement and the City's preference. However, proposers are allowed to take exception to the agreement in strike and replace format.
57	Under EPR programs is it the City's intent to be able to employ 3 rd party contactors at a higher cost than the contractors program cost?	The City does not currently intend to pay a 3rd party more than the Contractor would charge. Please reference Section 4.9 of the draft agreement.
58	What is the City's current process for granting waivers?	City staff conducts site assessments before granting physical space waivers. For a de minimus waiver, the City contacts the business by phone to verify if they generate food waste. Drivers should also report if they notice food waste inside the trash, so an SB 1383 specialist can contact the business owner/manager to assess the site.
59	Noticed that City of Clovis recycle carts are at MF and COM locations. Does the City or the Contractor currently service them? Will these City carts be replaced with Contractor carts?	The City only provides solid waste service. Recycling and organics services are provided by the Contractor. The City only provides carts for SF customers, carts for MF and commercial locations will be provided by the franchisee.
60	Indicate the Government Liaison can be involved with one other community agreement. Page 35 E.1 description of Government Liaison indicates their time is to be fully dedicated to the City. Please clarify.	The Government Liaison does not need to be 100% dedicated to the City. Please put their percent time dedicated to the City in the cost forms (as a % of an FTE). The final agreement will be updated per the successful proposer's cost forms.

61	The used oil recovery definition includes used cooking oil. Other descriptions in the RFP and Exhibit B state it's for motor oil and filter only. Please confirm which oils are to be collected.	The service described in Exhibit B is for used motor oil and filters. Proposers may make additional suggestions to enhance the program in redlines of the agreement.
62	Can the City provide the number of multifamily and commercial customers currently receiving Saturday recycling or organics service?	A copy of the Saturday Routes - Recycling Only is uploaded to the PlanetBids "Addenda/Emails" tab. The City does not have Saturday Organics routes.
63	Can the City preapprove our recommended 64 gallons organic cart in place of the 48 gallons noted?	Proposers may make changes to the agreement using strike and replace format and the City will evaluate the nature and number of the changes requested by each proposer.
64	Is there a maximum number of used oil and filter kits a resident can order annually? Are these meant for personal use only? Please verify that the City requires a new collection kit to be delivered at the time we collect any full collection kit, even without such request. Can the City stipulate that customers will request pick up of their used motor oil and filter? This will allow us to remind the customers of the proper kits to package their oil and filter, provide them with the kit if need, and instruct them to place it on the curb (not street) on their service day?	It would be the contractor's choice to propose the max number of used oil and filter kits. These kits are meant for the DIY residential customer. The kits would be provided by the contractor upon request. Used oil kits are meant for residential customers as described in Exhibit B. Proposers may propose changes to the program in a strike and replace version of the draft agreement.
65	Will the City agree to stipulate that holiday trees must be organic (natural) and be no more than 4' in length or cut to be more than 4' in length?	Proposers may identify specifications to this program in the agreement using strike and replace format and the City will evaluate the nature and number of the changes requested by each proposer.
66	Please provide an example or extended description of a "Battery Bucket". Is this to be locking. In addition to supplying the battery bucket, is the bidder expected to service these as well (e.g. remove all batteries)? Please clarify any packaging requirements for any CFL left out for collection.	If the proposer selects to include a battery bucket program, please include it in the proposal. CFL is excluded waste, per Section 4.11.1.D Contractor would tag.
67	Does the no charge push / pull service apply to all commercial recycling carts? Can we ask customers to place carts curbside for service?	Commercial carts must be serviced at their primary storage location. The City does not desire a designated commercial pull/push charge.
68	Please describe the service for the City drop box collection service. Container size, quantity and material type collected. Is only recycling and organic waste placed in these City boxes?	The City's current C&D program requires haulers to apply to become a C&D hauler in the City of Clovis. The program requirements are outlined on the City website.
69	Exhibit C shows two FTE Diversion Coordinators are required. Draft agreement 5.7.E.3 indicates one FTE Diversion Coordinator required. Please clarify.	The proposer shall provide one (1) full-time diversion coordinator. The Agreement will be updated based on the successful proposal.
70	The current compensation for MFD service is per unit. Does the City bill the trash service the same way? Is the City open to billing customers based on actual service level received?	The City currently bills trash service on a per unit basis and prefers to keep the existing billing arrangement. The City bills trash services based on number of bins, size of bin, and number of days serviced.
71	The rate schedule includes Sunday service. Is that expected to be offered? Would Sunday service only be offered to 7-day-a-week customers only? Do we have to provide rates for all bin sizes (e.g. 5-yard)?	Current service days for trash and recycling are Monday – Saturday.
72	Is the City of Clovis currently under any intent to comply plan or corrective action plan from CalRecycle? If so, can you please provide a copy?	This is publicly available information that one could find on the CalRecycle website.
73	Can the City provide the current agreement, extensions and addendums?	A copy of the RFP Documents and Attachments, Financial Cost Forms, current agreements are uploaded in PlanetBids in the "Addenda/Email" tab.
74	Can City provide drat agreement in word form? This will make it easier to provide a redline.	City cannot provide in the requested format.
75	Are mobile homes with carts defined and serviced accordingly as SF or MF units?	Mobile home communities where each unit has their own carts are considered single-family.
76	Can the City tell us what these codes represent RECCEN, RECMOB in the Commercial Customer Accounts Excel file sent with the 1 st addendum.	RECCEN - Recycling Centralized, RECMOB - Recycling Mobile Home



CITY of CLOVIS

PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 15, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 4 for PUD 24-15

Enclosed is the Addendum No. 4 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
3	Addendum	Addendum No. 4 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
3	Documents	Revisions to Sections 1.4 and 4.4.4
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- | | | |
|--|--|---|
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| ☐ FOR YOUR REVIEW AND COMMENTS | ☐ PLEASE RESPOND A.S.A.P. | ☐ ORIGINAL WILL FOLLOW |
| ☒ FOR YOUR USE/INFORMATION | ☒ PLEASE FORWARD | |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs
Public Utilities Director

Sarai Yanovsky, P.E.
Supervising Civil Engineer
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

www.cityofclovis.com



CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing

PROJECT NO. PUD 24-15

ADDENDUM NO. 4

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS**Request for Proposals:**

1. Proposal Due Date

The proposal due date has been postponed for two days. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:

Proposal Due Date and Submittal: All proposals must be received by 2:00 p.m. on November 22, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

Attached to this document are revisions to the following Sections:

Section 1.4 RFP Schedule

Section 4.4.4 Step Four – Proposal Submittal

2. Financial Forms

Revised **Attachment B Financial Forms – Revision 3** are available on PlanetBids in the Addenda/Emails tab.

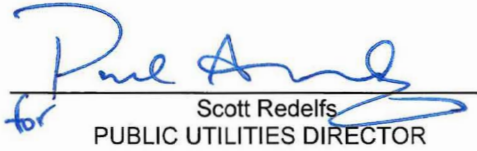
Errors were corrected from the previous forms. Proposer may make minor changes to the forms should it be necessary per their proposal.



CITY OF CLOVIS, PUD 24-15

ADDENDUM NO. 4

REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND
MARKETING


for Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 4. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



Date 11/21/2024

CONTRACTOR SIGNATURE

END OF ADDENDUM NO. 4

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.4.3.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	October 16, 2024
Virtual pre-proposal meeting	October 23, 2024 at 10:00 a.m.
Deadline to submit written questions	November 6 October 30 , 2024 at 4:00 p.m.
City issues response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum, if necessary	November 14 November 6 , 2024
Proposers submit proposals	November 22 November 13 , 2024 at 2:00 p.m.
City conducts interviews and negotiations with one or more proposers	December November 2024
Recommendation of selected proposer to City Council	January 2025 December 2024
Contract executed	January 2025 December 2024
Selected Contractor begins providing service	August 1, 2025

* Note that the City may modify this process and/or schedule to best meet the needs of the City.

{Remainder of page intentionally blank}

Written requests for clarifications will be responded to in writing and shared with all interested companies of record on the RFP distribution list by November 14 ~~November 6~~.

4.4.4 Step Four – Proposal Submittal

By submitting a proposal, all proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

The package shall be clearly labeled: PROPOSAL FOR RECYCLABLE MATERIALS AND ORGANIC MATERIALS SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

In order for a proposal to be deemed complete, proposers must mail or hand-deliver a complete proposal packet (as described in Section 5) to:

City Clerk
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Proposal packets must include:

1. Five (5) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11-inch 30% post-consumer Recycled content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).
2. A flash drive containing:
 - a. A copy of the technical proposal as a PDF formatted for the PC version of Adobe Acrobat.
 - b. A copy of all completed financial proposal forms (i.e., those provided in Attachment B of the RFP) formatted for the PC version of Microsoft Excel.
 - c. A copy of the Draft Services Agreement in track-changes mode formatted for the PC version of Microsoft Word (as applicable, and as explained in Section 5.7).

City of ClovisSection 4: RFP Conditions and Proposal Submittal
RFP for Collection and Processing Services

All proposals must be received by 2:00 p.m. on **November 22** ~~November 13~~, 2024 (Due Date and Time). **All proposals shall remain sealed until the Due Date and Time, and proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions will be accepted.

Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the proposer to clearly identify any confidential, Proprietary, Trade Secret, or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other Applicable Law, or by order of any court or government agency, and the proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, and City staff are able to immediately see the results online, City staff and/or its consultant may then begin reviewing the submissions for responsiveness, compliance, and other issues.

Each proposal must be accompanied by surety made payable to the City of Clovis in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The purpose of the surety is to guarantee that the successful Contractor will execute the New Agreement with the City. **If the selected Contractor does not execute the New Agreement within 30 calendar days after receiving notice of the award of the New Agreement, the City may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by the City in this event.** Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Services Agreement with the successful Contractor.

{Remainder of page intentionally blank}



CITY of CLOVIS

PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 15, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 5 for PUD 24-15

Enclosed is the Addendum No. 5 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 5 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Documents	Attachment B Financial Forms – Revision 4
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- | | | |
|--|--|---|
| ☐ FOR YOUR APPROVAL | ☐ REQUEST FOR INFORMATION | ☐ FAX AS SENT |
| ☐ FOR YOUR REVIEW AND COMMENTS | ☐ PLEASE RESPOND A.S.A.P. | ☐ ORIGINAL WILL FOLLOW |
| ☒ FOR YOUR USE/INFORMATION | ☒ PLEASE FORWARD | |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs
Public Utilities Director

Sarai Yanovsky, P.E.
Supervising Civil Engineer
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
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www.cityofclovis.com



CITY OF CLOVIS, CALIFORNIA
Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15

ADDENDUM NO. 5

NOTICE TO ALL PROPOSERS

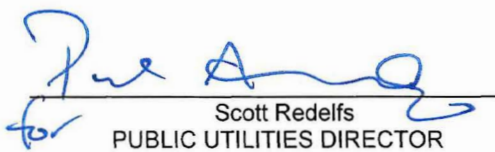
THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

1. Financial Forms
Revised **Attachment B Financial Forms – Revision 4** are available on PlanetBids in the Addenda/Emails tab.
A) Revision to Tab 4 Cost Summary, cell K36 (AB 939/SB 1383 fee calculation)
B) Addition of the 1.5 CY bins to the Tab 7 Bin Rates.

Proposer may make minor changes to the forms should it be necessary per their proposal.


for Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 5. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.


CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 5



6: **Additional Information**

6.1: **Indemnification CERCLA**

We are experienced with CERCLA indemnification as a standard component of most franchise agreements as it relates to the Hauler’s performance.

As a result of the recent pandemic, and to protect both the City and Hauler, we recommend including provisions in the Agreement that allow for the continuation of basic services during government ordered shutdowns or public health emergencies. This allows the Hauler to perform necessary services without endangering employees or creating an event of default.

ACKNOWLEDGMENT FORM

Proposer acknowledges that they have read the email sent on December 17, 2024, titled "Follow-Up on RFP Process – Compliance Matrix and Revised Attachment B" and has provided a revised Tab 7 BIN to be incorporated with proposal and reconfirms that the cost is based on the corrected rates and acknowledges that the undersigned is an authorized representative of the proposing firm.

Mid Valley Disposal LLC
Name of Proposer/Company (Person, Firm, or Corporation)


Signature of Proposer/Company's Authorized Representative

Joseph Chalpakoff CEO
Printed Name & Title of Authorized Representative



City of Clovis
Mr. Glenn Eastes
Assistant Public Utilities Director
1033 Fifth Street
Clovis, CA 93612

Dear Mr. Eastes,

Thank you for the opportunity to provide additional information regarding our proposal. We have followed the format of Compliance Matrix by including the item number and our response.

If you have any questions, please don't hesitate to contact us.

Best regards,

Joseph Kalpakoff | President & CEO

15300 W Jensen Ave, Kerman CA 93630

Email: Josephk@midvalleydisposal.com

Office: (559) 237-9425



5.4.3.5	As outlined in our proposal on page 65, MVD takes a holistic approach to these transitions because while the goal of a smooth transition to State compliant programs is the same, each city poses unique challenges. The process starts before the proposal is written and continues long after the implementation date. In our interview, we focused on MVD's last seven contract awards and service implementations. To provide additional context to our Implementation Plan, we will summarize the process in the categories the city showed keen interest in – vehicles, personnel, billing and fee collection, route and procedure building, container management, and public education. Vehicles – the most time consuming and capital-intensive part of any service transition. In 2019 MVD formulated a vehicle procurement strategy in preparation for the impact that SB 1383 would bring to the solid waste industry. We prepared for a marketplace where service contracts for 10 local municipalities were set to expire in the next eight years. In a proactive, yet strategic approach, we scheduled deliveries of new trucks annually, 18 months in advance, hopeful we would acquire half to two-thirds of the new agreements. Our strategic planning allowed us to retire existing (fully depreciated) trucks early and deploy new trucks for all seven of our recent transitions. As stated in our interview and indicated on page 73 and 74 of our proposal, the trucks necessary to provide services to the city of Clovis are currently being built and will be delivered well before August 1, 2025. Employees – the most important resource to any transition is the skill and the experience of its team. We fully understand the city's and state's requirement of hiring qualified displaced workers. As outlined in our proposal on page 68, we intend to engage with Republic Services as soon as allowed by the company. MVD's hiring standards based on service transitions requires potentially displaced workers, this time from Republic Services, to complete their existing contract in Clovis before joining Mid Valley. In addition to the pool of displaced workers, our HR department will continue standard recruiting practice through job fairs, recruiting websites, social media and internal employee referrals. Successful candidates will go through our standard interview process, and subsequently our robust onboarding and training programs shortly after the contract approval. Within our current workforce, we may choose to transition or grant current employee requests, to transfer into roles that service the city of Clovis. Our dedicated Training & Resource Center provides a centralized location for driver training, the required safety and compliance education. Training for the roles of Service Liaison (route supervisor), and Diversion Coordinator (recycling coordinator) will also occur. In the event that existing employees are transitioned into roles that will serve the city of Clovis, our HR department is prepared to backfill these roles at any given time.. There is more detail about our recruitment and training process in our proposal on page 49 and 105.
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Billing and Fee Collection – this is a direct touchpoint to the customer, which we handle with care and accuracy. Led by our Director of Administration, we start with the billing records of the city. Our internal team will meet with key stakeholders to review and understand billing codes, and cycles. Baseline service information is verified through the site checks (right-sizing), and any discrepancies are brought to the city’s attention for resolution. When 3rd party billing is conducted by the incumbent hauler, we generally follow the same process. In the rare case when the incumbent haulers refuse to provide their data, we will use business license information to start the on-site checks. All available data is uploaded or keyed into our CRM for billing, reporting, and routing. Missing account information typically filters through customer service calls (customer calling for service with no account), thus receiving priority attention.

Billing cycles are aligned with the city. Collection attempts are made after 90 days past due. We work with the city to resolve any non-payment status before service ends.

We reconcile commercial AB939 franchise fee by sending the city a list of commercial accounts with billing detail that includes customer name, service address, quantity, size, material type, frequency and rates billed. In the event when funds are owed to the customer, it is at the city’s discretion to provide the customer a direct payment or provide future discount of franchise fees from the amount owed on the residential billing.

We use the same process for the residential billing. All detail will be included, and an invoice summary is provided with the amount owed from city by quantity and material type. If there are discrepancies, we will work with the city to resolve any discrepancies through billing & onsite audits.

Determination of Route and Procedures – crucial data from the city utilities department helps establish billing and service addresses. Similar to a request to the city for customer data, we expect the incumbent to also provide a data file from that reflects service information for multifamily and commercial customers. Single family (SF) data will be mapped on an overlay of the city trash service maps, and we will work with the city to understand their trash routing pattern – starting points, end points, etc. to avoid any overlap or congestion. SF routes will be sequenced to maximize right-hand turns, and geo-code container placement which will be loaded into our *Routeware* tablets, described on page 82 of our proposal. Post-implementation may generate a house count audit if we find significant discrepancies between city data and route data. Multifamily and commercial data will be site checked in advance to confirm service data, and to geo-code where the containers are currently located or will be located. This is in part of the right-sizing process that Recycling Programs Manager Billie Hansen described in our interview and our implementation plan on page 67 of our proposal. All route data will be optimized through *Routeware* and validated on dry route runs.



Following our kickoff meeting noted on page 66, we can establish the standard operating procedures (SOP) with the city. Most of the scope of service fits our current operating procedures. Anything outside of our current scope will be identified and addressed early in the transition process, incorporated into our training programs, and communicated where specific city service standards are shared with appropriate employees.

Delivery of Containers – We anticipate all necessary containers staged, assembled and prepared for delivery at a local MVD yard in Clovis by May 2025 (MVD proposal page 68) . As described in our interview, through the right sizing process, we will have identified preexisting Republic containers and will coordinate a plan to exchange those containers pre or post implementation. Our recent history indicates that we will continue to service Republic containers after August 1, with exchanges occurring in an orderly manner in the following 4 to 6 weeks.

Public Education - Following the execution of a franchise agreement, Mid Valley Disposal works closely collaborate with city staff to ensure a seamless transition. Our Operations team, and Recycling Department , coordinates with city staff to identify goals and objectives, and align clear messaging. This collaborative approach is critical to maintaining clear communication and fostering a shared understanding of the transition process.

To prepare the public for the change, we developed comprehensive outreach materials that introduced Mid Valley Disposal as the new hauler and detailed what customers could expect in the months leading up to the transition date (reference Section 2:M page 87 of the proposal). These materials were strategically designed to be clear, informative, and accessible to all audiences.

In addition to the outreach materials, we hosted town hall meetings in the months leading up to the transition. These meetings provided members of the community with an open forum to ask questions, voice concerns, and gain a better understanding of the new services and expectations. These sessions played a vital role in building trust and ensuring transparency throughout the transition process.

As mentioned in the in-person interview as part of our proactive outreach efforts, we deployed six experienced Recycling Coordinators to engage directly with the community. Their primary responsibilities included outreach to all commercial and multi-family businesses to collect essential information, identify right-sizing opportunities for waste services, and assist businesses in completing SB 1383 waiver applications where applicable. Additionally, they worked closely with customers to document SB 1383-compliant services and preferences for the transition.

By working closely with the city and leveraging the expertise of our Recycling Department, we successfully aligned our operations and outreach efforts with community needs and regulatory requirements, resulting in a seamless transition to Mid Valley Disposal's services.



5.4.3.6

With nearly 30 years of service in the Central Valley, we are rarely faced with unfamiliar issues. Our collective experience allows us to leverage our team's knowledge and adapt to solve these issues – no matter how complex the transition may be – minimal impact on the community.

In a prior transition, the incumbent hauler in Gustine and Orange Cove chose to exit early in the process causing a negative customer experience and reflected poorly on city officials. This act by the incumbent forced us to execute a contingency contract to start existing collection services immediately, with a full contract implementation 30 – 60 days later. We diligently worked with city officials to expedite service data where possible, and quickly provided containers where the incumbent had abandoned service.

During the rollout of services in the city of Gustine, one of the primary challenges Mid Valley Disposal faced was the lack of data provided by the incumbent hauler. Essential information, such as business names, contact details, existing service levels, and compliance requirements, was not made available, which created significant obstacles in preparing for the transition.

To address this issue, the Mid Valley Disposal Recycling Department and Operations team worked diligently to collect all necessary data independently. This included identifying key customer data, service levels and ensuring customers and the city was in compliance with state and local regulations. Our team executed standard practice to identify right-sizing opportunities for existing services and assist businesses in completing SB 1383 waiver applications where applicable.

During another service transition, the incumbent was in default of their agreement. To address challenge, MVD initiated an extra two weeks of trash service, requiring us to bring in additional resources and systematically service overloaded containers and clear enclosures of all debris.

Inaccurate and missing data related to service and route is inevitable. This data is typically corrected during site checks (right-sizing) and post collection. One example occurred during the pandemic when a bar closed. The city stopped billing, but never requested removal of their bin. The incumbent pulled their bin but we were unaware this location needed a new container because the customer's data was not captured on any list provided to us. Within 4 hours of the customer calling the city, we delivered a container, serviced the excess trash, and we officially added the customer to the database.

Another unique challenge was managing and resolving non-standard service levels, such as 1.5-yard plastic toter barrels that were shared among multiple businesses. These shared services were replaced with individualized service solutions, tailored to the specific needs of each business. This ensured both operational efficiency and compliance, while also improving customer satisfaction.



	Despite the initial lack of data, Mid Valley Disposal successfully completed these tasks within a short timeframe, all prior to the transition date. This proactive and systematic approach ensured that the transition to our services was smooth and seamless for the city and its businesses. Upon the launch of large education campaigns, we expect to hear from some business and property owners that they were not aware of the service transition, nor new programs, or new state mandates. As we described in our interview, our Recycling Team works closely to educate businesses and provide the appropriate service options . We support city staff to track compliance to resolve any recalcitrant people. From the fall of 2020 through most of 2022, the COVID pandemic highlighted our industry as an essential service. We were obligated to continue to provide service every day even as the pandemic forced us to adjust and adapt our day-to-day operations. As a locally owned and operated company, our employees showed extreme dedication to the job, ensuring limited disruption in services during this unprecedented global event. Our ability to overcome challenges, big and small, reflects the expertise, adaptability, and dedication of our team.
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5.4.4	MVD Key Personnel organizational chart is enclosed. It contains all key personnel listed in our proposal. See pages 31-38.
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5.4.4	As we described in our interview, the team present at the interview, as well as additional employees featured on the attached org chart, will be directly involved in the transition.
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5.4.4	Many members of the transition team will also be part of the on-going management team. This provides continuity for the city and community at large . An organizational chart only reflecting on going members of the team is attached.
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5.5.4.9	The standard crew size for residential ASL trucks is one employee. The standard crew size for a MF and Commercial truck is two employees. We reserve one additional employee for the MF and Commercial ASL truck dependent on the number of long push outs.
---------	---

5.5.5.1	The estimated tons by account type were included in tab 2 of attachment B and extrapolated below.
---------	---

Account Type	Cart Service	Bin Service
Tons Collected*	20,204	785
Tons Processed	20,204	785
Tons Marketed**	11,516	400



* Annual tons from form B tab 2

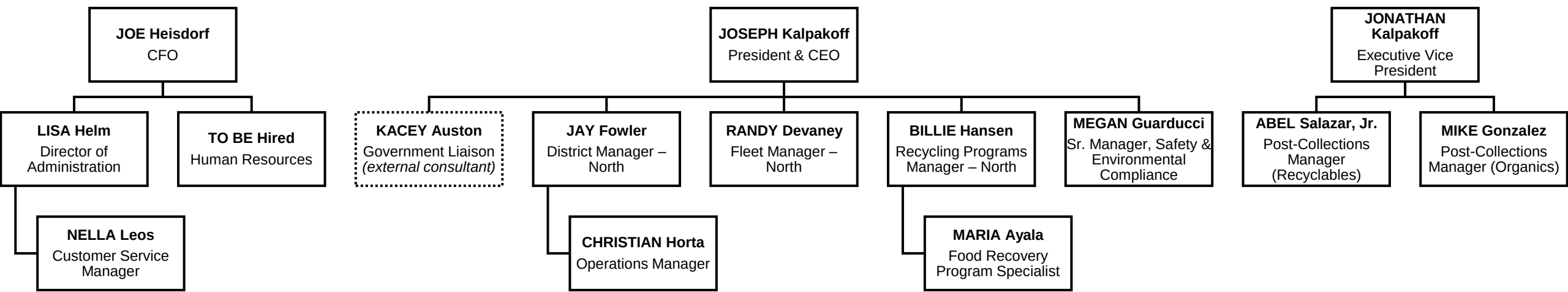
** Tons processed less residual and shrinkage

5.5.7.1.1	As noted on page 6, Christmas Tree Disposal will begin on December 25 and continue for 14 working days after the holiday. All holiday trees will be collected with other organic materials and will be dumped at our transfer station located at 2721 S Elm Ave, in Fresno. This will be subsequently transferred to our Kerman Compost operations located at 15300 W Jensen Ave. The details of this location and process are detailed on page 55 of our proposal.
5.5.7.1.2	After the contract award, Mid Valley Disposal will propose specific used oil and filter recovery kits that will be sourced for customer use. The kit will contain a design to catch and securely stow up to 2.5 gallons of used motor oil. It will contain a securable 2.5-gallon bag for oil filters, with an oil absorbent pad for spill sand a pair of latex gloves. Upon customer request, Mid Valley Disposal will initiate a service order for tracking. The recovery kit will be delivered to the resident within 3 business days of request. As detailed in our proposal on page 49, collection trucks will have new motor oil and filter recovery kits to exchange for motor oil and filters placed for collection. Our drivers will attempt to spot motor oil and filters that are not placed in these kits. Improperly placed motor oil will be noted on their tablet with a picture, a non-collection notice will be left, and a collect kit left for the resident to utilize. All collection drivers will be fully trained in the proper collection of motor oil and filters, and identification and mitigation of obvious contamination. Our trucks are also equipped with special toolboxes to hold new kits, collected used kits, and clean up kits for any oil spills. Used kits will be returned to our Fresno operation, where they will be properly process by our licensed used oil partner
5.5.10.7	We indicated the real time service reporting in our proposal on page 82. As we discussed in our interview, we can provide real time access to route progress via GPS, service order completion, and service discrepancy information with route taken pictures. We currently provide the city requested data in Article 6 and Exhibit D to other cities along with customized reporting.

5.8.4	The signed Workers Compensation Certification (attachment H) is included.
5.8.5	The signed Drug Free Workplace Certification (attachment I) is included.

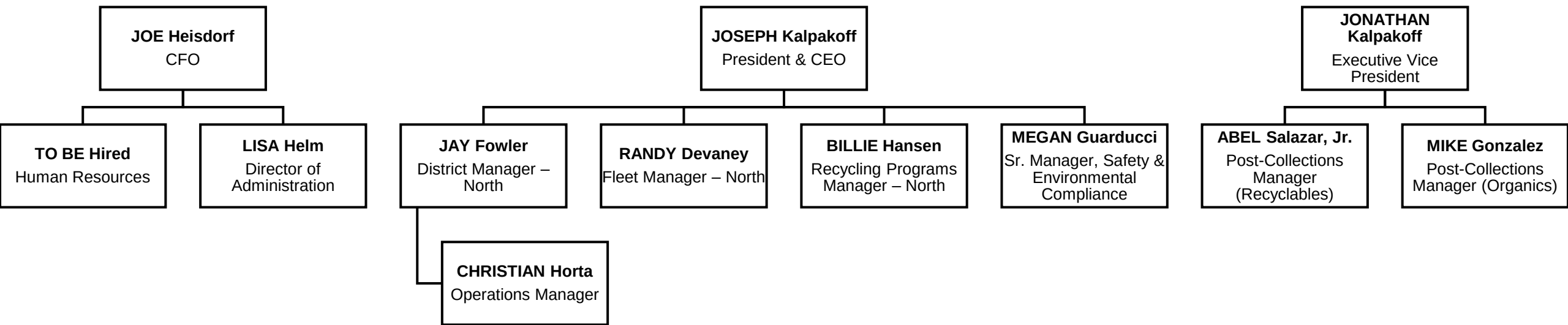


MVD Key Personnel for City of Clovis



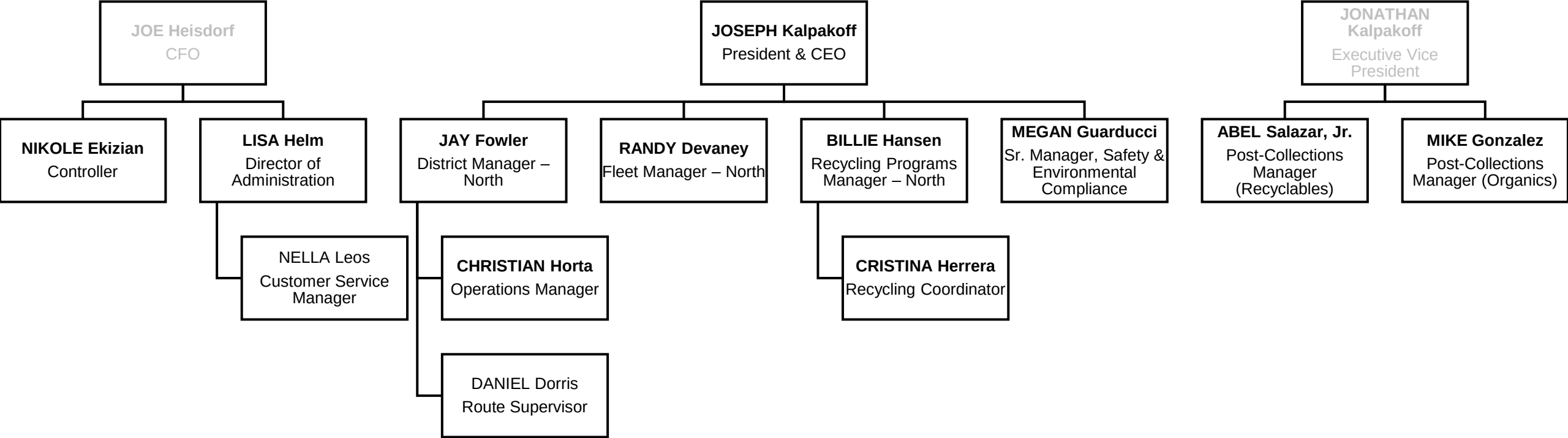


MVD Transition Team for City of Clovis





MVD Day-to-Day Management Team for City of Clovis



ATTACHMENT H

WORKERS' COMPENSATION CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 ([LAB§3700](#)), in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Mid-Valley Disposal LLC

Company Name of Contractor

Joseph Kalpakoff - Managing Member

Name and Title of Authorized Person



Authorized Signature

11-21-24

Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act of 1990 (Government Code sections 8350 et seq.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug free workplace;
 - (c) The availability of drug counseling, rehabilitation and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATION

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Mid-Valley Disposal LLC

Company Name of Contractor

Joseph Kalpakoff - Managing Member

Name and Title of Authorized Person

Authorized Signature

Date of Signature

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$5,510,244.96
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,065,555.47
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$6,160.29
	Total Rate Revenue	\$7,581,960.72
4	Proposed Rate Period 1 Cost (without bagged organics)	\$7,581,945.39
5	Surplus/(Deficit)*	\$15.33
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

Proposer Name: **Mid-Valley Disposal, LLC**

Note to proposer: Input data in yellow shaded areas only.

A. Primary Contact Information

1	Name	Joseph J. Kalpakoff
2	Title	CEO/President
3	Phone	(559) 237-9425
4	Fax	NA
5	E-mail	Josephk@midvalleydisposal.com

B. Support Facilities

1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	3444 W Whittessbridge Rd. Fresno, CA 93706
2	Address of administrative office	15300 W Jensen Ave Kerman, CA 93630
3	Address of billing office	15300 W Jensen Ave Kerman, CA 93630
4	Address of customer service office	3444 W Whittessbridge Rd. Fresno, CA 93706

C. Recyclable Materials Processing and Handling

1	Name of processing site	Mid Valley Recycling Elm Ave MRF
2	SWIS ID	10-AA-0188
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul
4	Name and address of transfer location (if applicable)	

D. Organic Materials Processing and Handling (co-mingled YW/FW)

1	Name of processing site	Mid Valley Recycling Kerman Compost
2	SWIS ID	10-AA-0201
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transferd
4	Name and address of transfer location (if applicable)	Mid Valley Recycling Elm Ave TS 2721 S Elm Ave
5	Bagged materials accepted at facility?	Commercial Only

E. Other Processing and Handling (Optional)*

1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics
Proposer Name:

Mid-Valley Disposal, LLC

Form 2

AGENDA ITEM NO. 13.

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,716	36,109	821	174	0	0	
Labor Information							
2 # of regular route personnel	5.5	5.5	5.0	1.2			17.2
3 Labor hours/day/person	9.6	9.8	9.8	9.0			
4 Total labor hours/year	13,728	14,014	15,288	3,370	120	120	46,640
Route Information							
5 # of routes per week (including weekends)	5.50	5.50	3.00	0.60	0.00	0.00	14.6
6 # of persons per route (including weekends)	1.0	1.0	1.0	1.0	0.0	0.0	4.0
7 # of route hours/day/route (including weekends)	8.2	8.3	8.1	7.0	0.0	0.0	
8 # of route hours per year per:	11,726	11,869	6,318	1,092	0	0	31,005
9 # of FTE routes	5.64	5.71	3.04	0.53	0.00	0.00	15
10 Total # of cart setouts per day for all routes	25,105	23,312					
11 # of cart setouts/day/FTE route	4,453	4,085					
12 # of cart setouts per week for all routes	125,525	116,560					
13 # of lifts or pulls per week for all routes			1,242	295	0	0	
14 # of lifts or pulls per year for all routes			64,584	15,340	0	0	
15 # of lifts or pulls per route hour			10.22	14.05	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	5.5	5.5	3.0	0.5	0.0	0.0	14.5
17 # of spare collection vehicles	0.0	1.0	1.0	0.0	0.0	0.0	2.0
18 Total # of collection vehicles	5.5	6.5	4.0	0.5	0.0	0.0	16.5
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,606		2,944				12,550.0
20 Organic Materials Collected		20,204		785			20,989.0
21 Materials Collected from Ancillary Services					178		178.0
22 Other Materials Collected (Specify) _____	0	0	0	0	0	20	19.5
23 Other Materials Collected (Specify) _____	0	0	0	0	0	0	0.0
24 Total Collected	9,606	20,204	2,944	785	178	20	33,736.5
25 Processing residue disposed	1,825	1,010	442	118	0	0	3,395.0
26 Net Diverted	7,781	19,194	2,502	667	178	20	30,341.5
Overall Diversion Rate							89.9%

Proposed Labor Requirements

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	5.5	1.0	6.5	\$27.00	\$8.53
Cart Organic Materials	5.5	1.0	6.5	\$27.00	\$8.53
Bin Recyclable Materials	5.0	0.8	5.8	\$27.00	\$8.53
Bin Organic Materials	1.2	0.0	1.2	\$27.00	\$8.53
Scout Service	1.0	0.0	1.0	\$22.00	\$8.53
Ancillary Services	0.0	0.0	0.0		
Commercial Container Cleaning/Exchange	0.0	0.0	0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	18.2	2.8	21.0		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)		0.2	\$100.00	\$12.50	Both named Joe
General Manager	District Manager	0.1	\$75.00	\$12.50	
Operations Manager		1.0	\$50.00	\$12.50	
Service Liaison					
Municipal Relations Manager					
Government Liaison		0.5	\$40.00	\$12.50	
Route Supervisor		1.0	\$35.00	\$12.50	
Dispatcher		0.5	\$22.00	\$8.53	
Container Distribution					
Container Maintenance/Welder		0.1	\$24.00	\$8.53	
Maintenance Supervisor					
Maintenance Personnel		1.4	\$32.00	\$8.53	
Controller		0.1	\$50.00	\$12.50	
Safety Specialist		0.2	\$35.00	\$12.50	
Staff Accountant		0.1	\$30.00	\$8.53	
Office Manager		0.1	\$45.00	\$12.50	
Human Resources		0.1	\$45.00	\$12.50	
Accounting Clerk					
Billings Clerk		0.1	\$25.00	\$8.53	
Accounts Receivable Clerk		0.1	\$25.00	\$8.53	
Collection Clerk					
Financial Analyst					
Benefits Coordinator		0.1	\$30.00	\$8.53	
Customer Service Supervisor		0.1	\$30.00	\$8.53	
Customer Service Representatives		2.0	\$20.00	\$8.53	
Sales Coordinator					
Recycling Manager		0.2	\$40.00	\$12.50	
Diversion Coordinator(s) (up to 1 FTE equivalent)		1.0	\$23.00	\$8.53	
Other (specify): _____					
Other (specify): _____					
Subtotal Other Personnel	N/A	9.0			
Total All Personnel		30.0			

Summary of Proposed Costs

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$613,620	\$613,620	\$416,810	\$83,362	\$89,614	\$12,400	\$1,829,426
Vehicle-Related Costs	\$170,875	\$170,875	\$81,369	\$16,274	\$4,285	\$0	\$443,678
Fuel Costs	\$216,475	\$243,890	\$121,945	\$24,389	\$6,874	\$0	\$613,573
Other Costs	\$183,309	\$195,000	\$97,500	\$19,500	\$12,815	\$1,000	\$509,124
Direct Depreciation	\$268,950	\$268,950	\$134,475	\$26,895	\$0	\$0	\$699,270
Total Allocated Costs - G&A and Vehicle	\$292,480	\$294,555	\$147,278	\$39,456	\$1,700	\$0	\$775,469
Total Cost of Operations	\$1,745,709	\$1,786,890	\$999,377	\$209,876	\$115,288	\$13,400	\$4,870,539
Profit	\$139,657	\$142,951	\$79,950	\$16,790	\$9,223		\$388,571
Pass-Through Costs							
Recyclable Material Processing Costs	\$360,225		\$88,320				\$448,545
Organic Material Processing Costs (without bags)		\$642,487		\$62,800			\$705,287
Other Processing Costs	\$0	\$0	\$0	\$0			\$0
Disposal Costs (Residue)	\$82,131	\$45,459	\$19,872	\$5,299			\$152,761
Interest Expense	\$170,520	\$170,520	\$130,899	\$27,550			\$499,489
Total Pass-Through Costs	\$612,876	\$858,466	\$239,091	\$95,649	\$0	\$0	\$1,806,082
Total Costs before City Fees	\$2,498,241	\$2,788,307	\$1,318,417	\$322,315	\$124,511	\$13,400	\$7,065,192
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected	9,606.00		2,944.00				\$213,476
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$103,278
Public Education and Outreach							
Minimum \$200,000 Annually							\$200,000
Total Proposed Costs (organics without bags)	---	---	---	---			\$7,581,945
Additional Organic Material Processing Costs (with bags, if applicable)		not available		\$ 57,000			\$57,000
Total Proposed Costs (organics with bags) (2)							\$7,638,945

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$10,000	
\$10,000	\$0
\$0	\$0
\$10,000	\$0
\$10,000	\$0

FF and CS will be calculated once alt

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.

(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Capital Requirements

Proposer Name: Mid-Valley Disposal, LLC

AGENDA ITEM NO. 13.

Note to proposer: Input data in yellow shaded areas only.

	Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	New			Used			Total				
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Residential Cart Organic Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
Commercial Cart Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Commercial Bin Recyclable Materials	3		3			0	3	0	3	\$1,425,000	\$ 475,000.00
Commercial Bin Organic Materials (Comingled YW/GW)	1		1			0	1	0	1	\$475,000	\$ 475,000.00
Roll-Off			0			0	0	0	0		N/A
Subtotal	14	2	16	0	0	0	14	2	16	\$7,780,000	
Other Vehicles											
Pickup Trucks	2		2			0	2	0	2	\$100,000	\$ 50,000.00
Container Distribution	1		1			0	1	0	1	\$195,000	\$ 195,000.00
Mobile Service Truck			0			0	0	0	0		N/A
Scout			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Subtotal	3	0	3	0	0	0	3	0	3	\$295,000	
							Total Vehicle Cost			\$8,075,000	
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	900		900			0	900	0	900	\$46,125	\$ 51.25
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	800		800			0	800	0	800	\$41,000	\$ 51.25
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Subtotal	2100	0	2100	0	0	0	2100	0	2100	\$106,625	
Bins											
1 cubic yard	225		225			0	225	0	225	\$151,875	\$ 675.00
1.5 cubic yards	0		0			0	0	0	0		N/A
2 cubic yards	275		275			0	275	0	275	\$206,250	\$ 750.00
3 cubic yards	300		300			0	300	0	300	\$255,000	\$ 850.00
4 cubic yards	200		200			0	200	0	200	\$190,000	\$ 950.00
5 cubic yards			0			0	0	0	0	\$0	N/A
6 cubic yards	25		25			0	25	0	25	\$28,750	\$ 1,150.00
Subtotal	1025	0	1025	0	0	0	1025	0	1025	\$831,875	
Other											
Multi-Family Kitchen Caddies	7000		7000			0	7000		7000	\$105,000	\$ 15.00
Other (specify):			0			0	0	0	0		N/A
Subtotal	7000	0	7000	0	0	0	7000	0	7000	\$105,000	
							Total Container Cost (excluding kitchen caddies)			\$938,500	
Other											
Offices	Description										N/A
Processing Site(s)											N/A
Transfer Station											N/A
Corporation Yard/Maintenance											N/A
Container Storage Yard											N/A
Shop Equipment	Additional stocked tool box for maintenance tech, misc shop supplies									\$8,500	N/A
Fueling Equipment											N/A
Computer and Office Equipment	CSR workstations, office furniture, IT and telecom infrastructure, miscellaneous office furnishings, security									\$14,500	N/A
Other (specify):											N/A
Other (specify):											N/A
							Total Other Cost			\$23,000	
Total Capital Cost										\$9,036,500	

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City will charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$4.99	36,500	\$2,185,620
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$6.39	35,200	\$2,699,136
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$4.49	200	\$10,776
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$6.09	200	\$14,616
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$4,910,148

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.27	6,754	\$265,027
Organic Materials	1 pick-up/week	\$5.67	\$6.57	4,250	\$335,070
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$600,097

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA	\$7.90	852	\$80,770
		2		NA	\$15.10	1	\$181
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72	\$41.82	84	\$42,152
		2	\$154.88	\$77.44	\$83.64	9	\$9,033
		3	\$232.32	\$116.16	\$125.45		\$0
		4	\$309.76	\$154.88	\$167.27		\$0
		5	\$387.20	\$193.60	\$209.09		\$0
		6	\$464.64	\$232.32	\$250.91		\$0
		Sunday					\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26			\$0
		2	\$213.04	\$106.52			\$0
		3	\$319.56	\$159.78			\$0
		4	\$426.08	\$213.04			\$0
		5	\$532.60	\$266.30			\$0
		6	\$639.12	\$319.56			\$0
		Sunday					\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80	\$73.22	245	\$215,279
		2	\$271.20	\$135.60	\$146.45	34	\$59,751
		3	\$406.80	\$203.40	\$219.67	9	\$23,725
		4	\$542.40	\$271.20	\$292.90	1	\$3,515
		5	\$678.00	\$339.00	\$366.12	1	\$4,393
		6	\$813.60	\$406.80	\$439.34		\$0
		Sunday					\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62	\$108.66	195	\$254,274
		2	\$402.46	\$201.23	\$217.33	73	\$190,380
		3	\$603.69	\$301.85	\$325.99	28	\$109,534
		4	\$804.92	\$402.46	\$434.66	16	\$83,454
		5	\$1,006.15	\$503.08	\$543.32	6	\$39,119
		6	\$1,207.38	\$603.69	\$651.99	1	\$7,824
		Sunday					\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43	\$144.10	71	\$122,772
		2	\$533.70	\$266.85	\$288.20	42	\$145,252
		3	\$800.55	\$400.28	\$432.30	27	\$140,064
		4	\$1,067.40	\$533.70	\$576.40	8	\$55,334
		5	\$1,334.25	\$667.13	\$720.50	2	\$17,292
		6	\$1,601.10	\$800.55	\$864.59	11	\$114,126
		Sunday					\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24			\$0
		2	\$664.94	\$332.47			\$0
		3	\$997.41	\$498.71			\$0
		4	\$1,329.88	\$664.94			\$0
		5	\$1,662.35	\$831.18			\$0
		6	\$1,994.82	\$997.41			\$0
		Sunday					\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05	\$214.97	10	\$25,796
		2	\$796.18	\$398.09	\$429.94	4	\$20,637
		3	\$1,194.27	\$597.14	\$644.91	2	\$15,478
		4	\$1,592.36	\$796.18	\$859.87		\$0
		5	\$1,990.45	\$995.23	\$1,074.84		\$0
		6	\$2,388.54	\$1,194.27	\$1,289.81		\$0
							\$0
Estimated Recycling Bin Revenue for Rate Period One							\$1,780,134

Rates for Regularly Scheduled Organics Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)		Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
Organic Materials	96-gal Cart	1		NA	\$17.00	245	\$49,980
		2		NA	\$32.00	54	\$20,736
		3		NA	\$47.00	12	\$6,768
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46	\$46.46	194	\$108,168
		2	\$154.88	\$92.93	\$92.93	3	\$3,345
		3	\$232.32	\$139.39	\$139.39	5	\$8,364
		4	\$309.76	\$185.86	\$185.86		\$0
		5	\$387.20	\$232.32	\$232.32		\$0
		6	\$464.64	\$278.78	\$278.78		\$0
		Sunday					\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91	\$63.91	3	\$2,301
		2	\$213.04	\$127.82	\$127.82		\$0
		3	\$319.56	\$191.74	\$191.74		\$0
		4	\$426.08	\$255.65	\$255.65		\$0
		5	\$532.60	\$319.56	\$319.56		\$0
		6	\$639.12	\$383.47	\$383.47		\$0
		Sunday					\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36	\$81.36	56	\$54,674
		2	\$271.20	\$162.72	\$162.72	3	\$5,858
		3	\$406.80	\$244.08	\$244.08	1	\$2,929
		4	\$542.40	\$325.44	\$325.44		\$0
		5	\$678.00	\$406.80	\$406.80	2	\$9,763
		6	\$813.60	\$488.16	\$488.16		\$0
		Sunday					\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74	\$120.74	2	\$2,898
		2	\$402.46	\$241.48	\$241.48	2	\$5,795
		3	\$603.69	\$362.21	\$362.21		\$0
		4	\$804.92	\$482.95	\$482.95		\$0
		5	\$1,006.15	\$603.69	\$603.69		\$0
		6	\$1,207.38	\$724.43	\$724.43		\$0
		Sunday					\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11	\$160.11	2	\$3,843
		2	\$533.70	\$320.22	\$320.22		\$0
		3	\$800.55	\$480.33	\$480.33		\$0
		4	\$1,067.40	\$640.44	\$640.44		\$0
		5	\$1,334.25	\$800.55	\$800.55		\$0
		6	\$1,601.10	\$960.66	\$960.66		\$0
		Sunday					\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48			\$0
		2	\$664.94	\$398.96			\$0
		3	\$997.41	\$598.45			\$0
		4	\$1,329.88	\$797.93			\$0
		5	\$1,662.35	\$997.41			\$0
		6	\$1,994.82	\$1,196.89			\$0
		Sunday					\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85			\$0
		2	\$796.18	\$477.71			\$0
		3	\$1,194.27	\$716.56			\$0
		4	\$1,592.36	\$955.42			\$0
		5	\$1,990.45	\$1,194.27			\$0
		6	\$2,388.54	\$1,433.12			\$0
Estimated Organics Bin Revenue for Rate Period One							\$285,422

Rates for Miscellaneous Services (Per Occurrence)						
			Rate Period One August 1, 2025 through July 31, 2026 Average # of			
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Service Instances per Month	Estimated Rate Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$5.00	1	\$60
	1 cubic yard container	Per-Occurrence Rate		\$29.27	1	\$351
	1.5 cubic yard container	Per-Occurrence Rate				\$0
	2 cubic yard container	Per-Occurrence Rate		\$58.54	1	\$703
	3 cubic yard container	Per-Occurrence Rate		\$87.82	1	\$1,054
	4 cubic yard container	Per-Occurrence Rate		\$117.09	1	\$1,405
	5 cubic yard container	Per-Occurrence Rate				\$0
	6 cubic yard container	Per-Occurrence Rate		\$175.63	1	\$2,108
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate		\$25.00	1	\$300
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate		\$15.00	1	\$180
Estimated Miscellaneous Service Revenue for Rate Period One						\$6,160

AGREEMENT
BETWEEN
CITY OF CLOVIS
AND

FOR
RECYCLABLE AND ORGANIC MATERIALS COLLECTION,
PROCESSING, AND MARKETING SERVICES

DATED: _____

DRAFT

ATTACHMENT 2

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**Agreement
between
City of Clovis
and**

**for Recyclable and Organic Materials Collection, Processing, and
Marketing Services of**

This Agreement for Recyclable and Organic Materials Collection, Processing, and Marketing Services ("Agreement") is made and entered into as on February __, 2025 between the City of Clovis, a California, a municipal corporation (hereinafter "City"), and _____, (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, capitalized terms in this Agreement shall have the meaning prescribed in the definitions provided in Exhibit A attached hereto unless the context requires otherwise.

WHEREAS, City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the municipal code of the City.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Discarded Materials Collection within their jurisdiction; and,

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 requires the City to implement Collection programs, meet Processing Facility

requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an agreement be awarded to a qualified Contractor to provide for the Collection, Processing, and marketing of Recyclable Materials and Organic Materials, and other services related to meeting the City's economic and environmental goals; and,

WHEREAS, the City further declares its intent to maintain reasonable Rates and high quality services for the Collection, Recycling, Processing, and/or Composting of Recyclable Materials and Organic Materials; and,

WHEREAS, the City desires, having determined that Contractor, by demonstrated experience, reputation, and capacity is qualified to provide for both the Collection of Recyclable Materials and Organic Materials within the corporate limits of the City, and the Transportation of such material to appropriate places of Processing, Recycling, and/or Composting, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS, the City's current Recyclable Materials and Organic Materials Collection agreements expire on July 31, 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1.

GRANT AND ACCEPTANCE OF SERVICE

1.1 GRANT AND ACCEPTANCE OF SERVICE

By the signing of this Agreement, City grants to Contractor and Contractor accepts the exclusive right and privilege to Collect, Process, and market Recyclable Materials and Organic Materials generated within the corporate limits of the City. The services granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

1.2 LIMITATIONS TO THE SERVICE

The award of this Agreement shall not preclude the categories of Recyclable Materials and Organic Materials, or other materials listed below, from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City, which is otherwise required by law:

- A. **Recyclable and Organic Materials.** Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by the service recipient

to such other Person.

- B. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable Materials, and Organic Materials, generated in or on their own Premises and Transported personally by the Owner or Resident of such Premises (or by their employee) to an Approved Facility.
- C. **Construction and Demolition Debris (C&D).** Other Persons shall have the right to Collect C&D, provided that such Persons maintain a City-issued permit granting such right, and the C&D was generated from a construction, demolition, alteration, or remodel project pursuant to a permit issued by the City.
- D. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and (a) sold or (b) that are donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are Collected by a waste hauler not subject to this Agreement that is not a 501(c)(3) organization.
- E. **Edible Food.** Edible Food which is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is Self-Hauled by the Generator to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.
- F. **Food Scraps.** Food Scraps that are separated by the Generator and used by the Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.
- G. **Materials That Contractor Does Not Divert.** Discarded Materials which Contractor is not required to Process and Divert under this Agreement as of the Effective Date of this Agreement which subsequently, in City's reasonable judgment, become economically feasible to Divert. In such event, Contractor shall have the exclusive right to Collect and Process such materials if Contractor agrees to do so without any change in Rates. If Contractor is unwilling to Process and Divert such new materials at existing Rates, City may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but may not be limited to, Organic Materials which Contractor would otherwise Dispose. Contractor may not enforce its exclusive rights in a manner that would prevent the Diversion of material that Contractor is unable or unwilling to Divert.
- H. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- I. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials and Organic Materials removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.

J. **On-site or Community Composting.** Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.

K. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or butcher shops, fats, oils, greases, or used cooking oil.

L. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.

M. **Excluded Waste.** Excluded Waste regardless of its source.

N. **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City, including but not limited to the Clovis Unified School District, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement.

Contractor acknowledges and agrees that City may permit other Persons besides Contractor to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials and/or Organic Materials in a manner that is not consistent with this Agreement or the City's Code, it shall report the location, the name and phone number of the Person or company to City's Contract Manager along with Contractor's evidence. In such case, City may notify the Generator and Person providing service of Contractor's rights under this Agreement.

This Agreement and scope of services shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City and may petition for an extraordinary Rate adjustment pursuant to Section 8.3.

1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, City and Contractor shall:

A. Use their reasonable commercial efforts to enforce the exclusive nature of the service by the Contractor's identification and documentation of violations of this Agreement and City's notification of Generators and Collection companies reasonably believed to be violating the terms of this Agreement.

B. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

- C. Provide timely access to City's Contract Manager and Contractor's Government Liaison and complete and timely responses to requests of the other Party.
- D. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence on August 1, 2025 ("Commencement Date") and continue in full force for a period of ten (10) years, through and including July 31, 2035, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2. Contractor and City may mutually agree to extend the term of this Agreement for up to an additional five (5) years upon mutually agreeable written terms.

City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement, under its then-existing terms and conditions on a month-to-month basis, for a maximum extension of up to twelve (12) months. City shall give notice of its intention to extend the Term, or any extended Term, of this Agreement in writing no later than three (3) calendar months prior to expiration of the Term or any extended Term of the Agreement. Such notice by City shall specify the duration of the extension.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

A. Accuracy of Representations. Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

B. Furnishings of Insurance and Performance Bond. Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to City.

C. Absence of Litigation. To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder.
2. Adversely affect the validity or enforceability of this Agreement.

3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

- D. Permits Furnished.** Contractor validly holds copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

ARTICLE 3. SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Providing a two-Container Collection program for the separate Collection of Recyclable Materials and Organic Materials generated by and placed for Collection by Customers, City facilities, and special events pursuant to the requirements of Article 4 and Exhibit B.
- B. Transporting Collected materials to the appropriate Approved Facilities pursuant to requirements of Article 4 and Exhibit B.
- C. Processing and marketing Collected Recyclable Materials and Organic Materials at the appropriate Approved Facilities pursuant to the requirements of Article 4 and Exhibit B.
- D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, contamination monitoring, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting).
- E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees and Reimbursements), and utilities.
- G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
- H. Complying with all Applicable Law.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

3.2 USE OF APPROVED FACILITIES

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials

and Organic Materials Collected in the City. Use of a facility must be approved, in writing, by City prior to use consistent with the requirements of Article 4. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

3.3 SUBCONTRACTING

Contractor shall not engage any Subcontractor(s) for Collection, Transportation, or Processing of Recyclable Materials or Organic Materials services without the prior written consent of City's Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractor(s) identified in Contractor's Proposal, included herein as Exhibit G5. If the Contractor plans to engage other affiliated or related party entities in the provision of services, Contractor shall provide City Contract Manager with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by City prior to City acceptance. Contractor shall require that all Subcontractors file insurance certificates with City, name City as an additional insured, and comply with all material terms of this Agreement.

3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials and/or Organic Materials are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if Contractor can identify the Generator pursuant to Section 5.8.B. Contractor shall have the right to retain any benefit and revenues resulting from its right to retain, Recycle, Process or reuse the Recyclable Materials and Organic Materials which it Collects. Once Recyclable Materials and/or Organic Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility except for Excluded Waste pursuant to Section 5.8.

Responsibility for Excluded Waste that has been inadvertently Collected by Contractor shall remain with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

3.5 CITY-DIRECTED CHANGES TO SCOPE

City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review the Contractor's Proposal for the change in scope of services. City and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City receipt of Contractor's Proposal for such services, City may permit other Persons to provide such services. Nothing herein shall prevent City from soliciting cost and operating information from other Persons in order to inform City's evaluation of Contractor's Proposal.

At any time during the Term of this Agreement, City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such

services will reduce Contractor's Compensation under this Agreement, as described in Article 8, Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials and Organic Materials services described in this Article 4, for any Customer in the City that subscribes to Contractor's Collection services. Contractor's Collection services shall be provided to any Customer that places Containers in a public right-of-way or that provides a waiver for Contractor to access the Private Road(s) where Customer places its Containers.

This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

4.1 RECYCLABLE MATERIALS

A. Collection. Contractor shall provide Recyclable Materials Collection services as described in Exhibit B.

B. Transfer. Contractor plans to Transport Recyclable Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in Full Regulatory Compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If Contractor is unable to use the Approved Transfer Facility, then Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If Contractor plans to change its Transfer method, Contractor shall obtain written approval from the City prior to making the change.

C. Processing. Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Materials Containers in the City to the Approved Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting to and Processing of such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 4.1.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Recyclable Materials Processing Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing

Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Recyclable Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Recyclable Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City Contract Manager. The City Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, then Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to the Contractor's Compensation. The performance of Recyclable Materials commodity markets shall not be considered an acceptable basis for use of an alternative Processing Facility nor shall it serve as the basis for any adjustment in Contractor's Compensation under this Agreement, other than as specifically contemplated in Article 8 and Exhibit E to this Agreement. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Recyclable Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use a Recyclable Materials Processing Facility that is different than the initial Approved Recyclable Materials Processing Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved Recyclable Materials Processing Facility operator throughout the Term of this Agreement to

ensure that contamination of the Recyclable Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

D. Marketing. Contractor shall be responsible for marketing Recyclable Materials Collected in City that are delivered for Processing at Contractor's Approved Recyclable Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

E. Residue Disposal. Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor's Approved Recyclable Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

4.2 ORGANIC MATERIALS

A. Collection. Contractor shall provide Organic Materials Collection services as described in Exhibit B attached hereto.

B. Transfer. Contractor plans to Transport Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Organic Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Designated Transfer Facility in full regulatory compliance.

C. Processing. Contractor shall Transport and deliver all Source Separated Organic Materials placed in Organic Materials Containers in the City to the Approved Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting such Organic Materials to the Approved Organic Materials Processing Facility and Disposing of the Residue as required in Section 4.2.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Organic Materials Processing Facility to Process all Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Organic Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the Approved Organic Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change

in Processing Facility shall be temporarily permitted until such time as City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by City Contract Manager. The City Contract Manager may, in their sole discretion, may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to Contractor's Compensation. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Organic Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use an Organic Materials Processing Facility that is different than the initial Approved Organic Materials Processing Facility, it shall request written approval from City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Approved Organic Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

D. Marketing. Contractor shall be responsible for marketing Organic Materials Collected in the City that are delivered for Processing at the Approved Organic Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Organic Materials.

E. Residue Disposal. Residue from the Processing of Organic Materials Collected under this Agreement at the Approved Organic Materials Processing Facility, which cannot be marketed,

shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

4.3 RESERVED

4.4 OTHER COLLECTION SERVICES

A. Used Motor Oil and Filters. Contractor shall Collect Residential Customers Used Motor Oil and Filters placed Curbside for Collection. Contractor shall not be required to Collect more than two and a half (2.5) gallons of Used Motor Oil and Filters per individual Dwelling Unit per week.

B. Holiday Tree. Contractor shall Collect all holiday trees properly placed Curbside by Single-Family and Multi-Family Customers fourteen (14) Calendar Days following Christmas Day, or such other days as agreed by City and Contractor, free of any additional charge to any Customer. Holiday trees shall be Transported to, and Processed at, the Approved Organic Materials Processing Facility. All holiday trees shall be Diverted and none shall be Disposed.

C. Sharps Waste Program. Contractor shall provide Single-Family and Multi-Family Dwelling Unit Customers with a Sharps Waste home delivery program, upon request. Contractor shall deliver an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the Collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart, postage paid, container approved by the United States Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/ mailing kit per calendar year at no charge. Additional Sharps Waste containers/ mailing kits will be available for a fee by Contractor.

D. Battery and Cellphone Collection. Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Battery Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Battery Buckets within the Multi-Family complex, and will provide educational information and additional Battery Buckets within five (5) Working Days of a property manager or Owner's request.

E. Provision of Compost and Mulch. Contractor shall provide Compost and Mulch in accordance with the requirements outlined Exhibit B4.

F. Multi-Family Kitchen Pails. Contractor shall provide, to all Multi-Family Dwelling Units, kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Container. Kitchen pail specifications shall be approved by City prior to ordering and distribution. During Implementation of the Agreement, each Multi-Family Dwelling Unit shall receive one kitchen pail at no additional cost. Contractor may charge Customers for additional or replacement kitchen pails.

G. Container Cleaning/Exchange Program. Contractor shall implement a program to provide

Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year).

4.5 SPECIAL EVENTS

Contractor shall provide Recyclable Materials and Organic Materials services to up to twenty (20) special events per Rate Period, at no cost to the event or City. Please see Exhibit B.5 for a tentative list of special events. Contractor shall provide the special event services upon thirty (30) calendar days advance request by City Contract Manager. Special event services include all of the following unless specifically waived in writing by City Contract Manager.

A. Event Collection Stations. Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials and Organic Materials at special events. Each event Collection station shall include a separate Cart or event box for each of the Recyclable Materials and Organic Materials as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor shall provide liners/bags for the Carts or event boxes at the Collection stations and shall line the Carts or event boxes as a part of the station set-up. Collection stations shall include adequate signs and labeling.

B. Collection Station Monitors. Upon request, Contractor shall provide up to two (2) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart or event box. Contractor shall Transport materials contained in event Collection stations to Drop Boxes or Bins, which will subsequently be Collected by Contractor.

C. Drop Boxes or Bins. Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the City Contract Manager or event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing.

D. Public Education Booth. Upon request of either the event organizer or City Contract Manager, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting.

E. Reporting. Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Contract Manager and event organizer. The report should include, at a minimum: the number of event Collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Recyclable Materials and Organic Materials) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an

organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events requested by City in excess of the twenty (20) included at no additional charge and for special events not requested by City Contract Manager, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

4.6 PUBLIC EDUCATION AND OUTREACH

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in this Section 4.6 and Exhibit C. Contractor shall produce and distribute public education and outreach materials upon City request and contribute any remaining funds in Contractor's annual public education budget to City to support City's public education and outreach efforts.

A. Program Objectives. Contractor shall be responsible for designing and conducting a public education and outreach program, and the Contractor shall be responsible for the production and distribution of all materials under this program in accordance with this Agreement. City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, reuse, Recycling, Composting, Source Separation of Discarded Materials, and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include, but are not limited to: (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, Composting, and Source Separating Discarded Materials; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; (vii) encouraging Generators to purchase products/packaging made with Recycled content materials; and, (viii) instructing Generators on proper Disposal of Hazardous Waste and Sharps Waste.

The cumulative intended effect of these efforts is to reduce generation of Discarded Materials and, ultimately, Disposal of Discarded Materials by each Generator in the City, and Contractor agrees to support and not undermine or interfere with such efforts.

B. Contractor Public Education Requirements. Within forty-five (45) days after the execution of this Agreement, and annually thereafter, Contractor shall develop and submit an annual public education plan to City Contract Manager for approval. Contractor acknowledges that they are part of a multi-Party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with City

Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor agrees to print, produce, and distribute education materials and conduct outreach based on the City's adopted programs and established design criteria, as detailed in Exhibit C, at no additional cost to ratepayers or City. Contractor shall obtain approval from the City Contract Manager on all Contractor-provided advertising, promotional, or service-related materials used within the City before publication, distribution, and/or release. City Contract Manager, in their sole discretion, shall have the right to deny the use of any materials or content or may request that Contractor include City identification and contact information on materials and Contractor's approval of such requests shall not be unreasonably withheld.

C. Non-English Language Requirements. Contractor shall make all public education and outreach materials required by this Section available in English, Spanish, Punjabi, and Hmong.

Upon City's request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

4.7 COMMERCIAL BILLING

Contractor's compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Contractor shall bill all Commercial Customers for Recyclable Materials service, Organic Materials service, and ancillary services monthly. Contractor shall be solely responsible for collecting billings at Rates set in accordance with Article 8. Rates shall not exceed sixty percent (60%) of the Rate charged by City for similar Solid Waste Collection service or the percentage proposed by contractor, if lower. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited.

Contractor shall develop, maintain, and regularly update a Customer Account Information Database, which shall include but is not limited to:

- i. Customer name.
- ii. Phone number.
- iii. Service address.
- iv. Email address.
- v. Customer Service Levels, including:
 - a. Customer Service Levels exceptions.

b. Customer service waivers.

Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

Up to once per billing cycle, City may direct Contractor to attach inserts to Customer invoices. Contractor shall provide electronic bill inserts to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice. Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by City Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt") in accordance with this Section 4.7. Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies.

Monthly Customer invoices shall be due thirty (30) calendar days from the first day of the billing period. In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence, instructing the Customer that unpaid bills which become more than forty-five (45) calendar days delinquent may be assessed a one and one half percent (1.5%) late fee per month. Contractor shall provide a second written notice of delinquency to any account which becomes more than sixty (60) calendar days past due, and a third written notice of delinquency to any account which becomes more than ninety (90) calendar days past due. Should any account become more than one hundred and twenty (120) calendar days past due, Contractor may discontinue providing service to the Customer. No less than seven (7) calendar days prior to discontinuing service to a Customer, Contractor shall notify City Contract Manager of the address, Service Level, service frequency, and delinquent billing amount. Contractor may withhold service from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) month's billings at the Customer's Service Level.

If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for more than six (6) months, Contractor may not subsequently attempt to collect the under-charged amount for more than six months of service. If Contractor over-charges a Customer for a period of more than six (6) months, Contractor shall reimburse or credit the Customer for at least six months of the over-charged service, but is not required by this Agreement to reimburse or credit the Customer for more than six (6) months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than six (6) months of over-charges.

If a Customer reduces or cancels service during a billing cycle, the Customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of cancellations or

reductions in the Customer's bill, or the date the service change was fulfilled, in the case of increases in the Customer's bill.

4.8 CUSTOMER SERVICE PROGRAM

4.8.1 Program Requirements

A. Office and Availability of Representatives. Contractor shall maintain throughout the Term of this Agreement an office within the City. A representative of Contractor who is knowledgeable of the service area, services, and Rates shall be available from 8 a.m. to 5 p.m. Monday through Friday for in-person communications with the public at the local office. Contractor shall maintain a local or toll-free telephone number which it shall publicize and maintain during office hours. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by City Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

B. Telephone. Contractor shall secure, use, pay all costs incurred by, and maintain during the Term of this Agreement, a toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. Upon expiration or early termination of this Agreement, City shall retain the control of the toll-free phone number. Contractor shall provide City with a separate emergency telephone number for use by City Contract Manager outside normal business hours. Contractor shall have such contact representative available at the emergency telephone number during all hours other than normal office hours.

Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. Monday- Friday and shall have sufficient equipment in place and staff two (2) local representatives to be available to handle calls each day and maintain such telephone equipment capable of recording the responsiveness to calls. Contractor may choose to utilize non-local representatives to offset Customer wait times during periods of high call volumes Contractor's telephone system shall offer Customers who have been placed on-hold to opt to leave a voice message or receive a scheduled call-back, rather than remain on-hold. If Contractor's telephone Customer service performance falls below the performance standards established in Exhibit F, City shall have the right to require Contractor to increase its staffing levels and/or call handling capacity without any additional compensation to the Contractor. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Exhibit F. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 4:00 p.m. on a Working Day and shall provide a live call back by 12:00 p.m. of the following Working Day for any voice messages left after 5:00 p.m.

C. Web Site and Email Access. Contractor shall develop and maintain a web site that is accessible by the public and solely dedicated to the operations under this Agreement in the City. Contractor's web site shall include all Rates allowed to be charged under the Agreement, all public education and outreach materials produced and distributed under this Agreement, and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond the same day to all Customers who leave e-mail messages by 4:00 p.m. on a Working Day

and shall respond by 12:00 p.m. of the following Working Day for any e-mail messages left after 5:00 p.m. Contractor may respond to Customer e-mails either via e-mail or phone.

4.8.2 Service Requests, Compliments, Complaints

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and Complaints. Contractor shall respond to all Complaints received in accordance with the requirements of Section 4.8.1.B, and 4.8.1.C. Complaints related to missed Collections shall be addressed in accordance with Section 4.8.3. Complaints related to repair or replacement of Carts or Bins, shall be addressed in accordance with Section 5.6.

Within ninety (90) days of the Effective Date, Contractor shall have a Complaint tracking and reporting system], and shall log all Complaints received orally or in writing. Said log shall include, at a minimum:

- A. The date and time the Complaint was received;
- B. Name, address and telephone number of complainant;
- C. Description of Complaint;
- D. Employee recording Complaint; and,
- E. The action taken by Company to respond to and remedy Complaint.

All Complaints received before 4:00 p.m. shall be responded to that same day. All Complaints received after 4:00 p.m. shall be responded to before 12:00 p.m. of the following Business Day.

Contractor shall retain daily logs of Complaints for a minimum of twenty-four (24) months and shall be locally available to City at all times during this Agreement upon twenty-four (24) hour notice.

The log of Complaints shall be provided to the City in accordance with Exhibit D. At all times during this Agreement, all Customer service records and logs kept by Contractor shall be available to City upon (twenty-four) 24 hour notice and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's Customer service staff for purposes of monitoring the quality of Customer service, researching Customer Complaints, or other matters related to Contractor's performance under this Agreement.

Contractor shall notify Customers of this Complaint procedure at the time Customers apply for or are provided service, and annually thereafter. Contractor may include an insert describing Contractor's Complaint procedures in the City's billings.

4.8.3 Missed Collections

A. Missed Collection Complaints. When handling Customer Complaints related to missed or incomplete Collections, Contractor shall not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already "Collected" or "not out."

B. Schedule for Resolution. Contractor shall resolve every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all

Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working Day, Contractor shall have until the end of the following Working Day to resolve the Complaint.

Contractor shall not be required to return and complete a Collection in response to a Complaint if the Contractor's driver has left a Non-Collection Notice in accordance with Section 4.11.

C. Courtesy Collections for Admitted Late Set-Outs. In the event that a Customer: (i) reports that their Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the Collection; and, (iii) requests that the Contractor return and Collect their Containers, Contractor shall return to the Customer Premises and provide a courtesy Collection at no charge to the Customer. Contractor is not required to provide more than three (3) courtesy Collections for admitted late set-outs per Customer per calendar year. For Residential Customers, one (1) courtesy Collection represents Collection of up to two (2) Carts (Recyclable Materials and Organic Materials) per incident. Contractor shall complete the courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by Contractor.

D. Daily Missed Collection Report. As described in Exhibit D, Contractor shall supply City with a daily report of missed Collections.

4.8.4 SB 1383 Non-Compliance Complaints

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit D. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit D.

Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit D.

4.9 EXTENDED PRODUCER RESPONSIBILITY PROGRAMS

A. General. The City and the Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the services provided by the Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. The Contractor acknowledges and agrees that to the extent that such Extended Producer Responsibility Programs impose requirements on the City's Recyclable and Organics Collection programs that impact the services provided by the Contractor under this Agreement, those Extended Producer Responsibility Programs shall be considered "mandatory" for the Contractor and Contractor shall be required to participate. The Contractor further acknowledges that, because the Approved Recyclable Materials and Organic Materials Processing Facility(ies) accepts materials from the public that may be regulated by an Extended Producer

Responsibility Program, the Contractor may be uniquely positioned to operate or participate in such programs in a “voluntary” capacity.

- B. **Change in Scope.** The City may require Contractor’s compliance with, and participation in, existing and/or new mandatory Extended Producer Responsibility Programs that may include a modification to Exhibit B, to the extent that doing so is reasonably appropriate and does not violate the permits of the subject Facility(ies).

Any and all such City requests and/or requirements related to any mandatory or voluntary Extended Producer Responsibility Program shall be treated as a change in scope in accordance with Sections 3.5 and shall not be treated as a Change in Law

- C. **City’s Rights to Solicit Proposals.** The City may, from time-to-time, request that the Contractor initiate or participate in an Extended Producer Responsibility Program; provided, however, that the Contractor acknowledges and agrees that the City is under no obligation to request any such proposal from the Contractor. Furthermore, the Contractor acknowledges and agrees that, at any time during the Term of this Agreement, the City may solicit proposals from other Persons related to Extended Producer Responsibility Programs and may permit other Persons besides Contractor to provide such services and that nothing herein shall prevent the City from also soliciting cost and operating information from other Persons in order to inform the City’s evaluation of any Contractor-provided proposal.

- D. **City Requested Proposal.** If the City requests an Extended Producer Responsibility Program proposal from Contractor under this Section, the Contractor shall be required to seek out and coordinate with the applicable Stewardship Organization designated for the applicable program and shall describe such partnership in its proposal or provide information about an alternative program that Contractor wishes to participate in to divert such material(s) that meets the requirements of the voluntary Extended Producer Responsibility Program; these requirements are in addition to the requirements provided in Section 3.5. The City’s written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the Public Utilities Director to be reasonably necessary. The City shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate the Contractor’s proposal for reasonableness and to evaluate Contractor’s ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, Contractor shall consider in good faith the City’s request to enact the voluntary Extended Producer Responsibility program, unless the Contractor can demonstrate significant barriers that would make providing such services impracticable and/or that Contractor is already diverting the applicable material(s) at the time of the City’s request. The Contractor shall express any objections or concerns during the meet-and-confer period and Contractor shall provide evidence of such barriers and/or current diversion operations in Contractor’s proposal. Such information will be further reviewed by the City.

- E. **Record Keeping and Reporting.** Throughout the Term of this Agreement, the Contractor shall maintain records of all funding or other resources the Contractor receives directly or indirectly through an Extended Producer Responsibility Program. The Contractor shall inform and report to the City as part of Contractor’s obligations under Exhibit D and shall calculate and demonstrate

the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the City as either a direct payment sent to the City within thirty (30) Days after Contractor's receipt of funds or as a reduction to the Contractor's Compensation in accordance with Article 8, at the City Public Utilities Director's sole discretion. The Contractor shall include copies of invoices or receipts with the applicable Stewardship Organization with its payment, as appropriate, regardless of whether the City is aware of such funding or other resources have been received by the Contractor.

The Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs as provided in Article 6 and report such information to the Authority in accordance with Exhibit D or as otherwise requested by the Public Utilities Director.

4.10 SERVICE EXEMPTIONS

4.10.1 Reserved

4.10.2 Commercial and Multi-Family Customer Waivers

A. General. City may grant waivers described in this Section to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

B. Types of Generator Waivers

1. De Minimis Waivers. City may waive a Commercial business' or Multi-Family property's obligation to comply with Organic Materials requirements set forth in this Agreement, SB 1383, and of the Municipal Code if the Generator provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

a. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste; or,

b. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. City may waive a Commercial or Multi-Family Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and the Municipal Code if the Commercial or Multi-Family Generator provides documentation, or City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises

lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.

C. Contractor Review of Waiver Requests. Generators may submit requests for de minimis waivers and physical space waivers to City and/or to Contractor. Contractor shall within seven (7) Working Days of receipt of City's or Generator's request inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City in a timely manner, not to exceed three (3) Business Days after the date of inspection. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit D.

D. Service Level Updates. When City grants a waiver to a Customer, or a Customer's waiver status changes after a re-verification determination, City shall notify Contractor within seven (7) days of the waiver approval or status change with information on the Customer and any changes to Service Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Service Level, Customer account data, and billing statement, as needed.

E. Waiver Re-verification. Upon request of City, Contractor shall support City in this re-verification Process by inspecting the Generator's Premises to verify the continuing applicability of the waiver. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City in a timely manner, not to exceed three (3) Business Days after the date of inspection. City ultimately retains the right to approve or deny any application, regardless of the information provided by the Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit D. In the event that a waiver status changes, Contractor shall update the Customer's information and Service Level in accordance with subsection 4.10.2.D above.

4.10.3 Contractor Service Exemptions

A. Disaster Waivers. In the event of a disaster, City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 3.5.

B. Quarantined Waste. If approved by City, Contractor may Dispose of, rather than Process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the materials to the Approved Facilities for such material.

In accordance with Exhibit D, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this subsection.

4.11 CONTAMINATION MONITORING

4.11.1 Annual Route Reviews

A. Methodology. Contractor shall, at its sole expense, conduct route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by City; and results in all routes being reviewed at least annually.

Contractor's route review shall include all Container types in service (Recyclable Materials and Organic Materials) for all Customer Types.

Contractor shall develop a specific route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to City no later than December 1 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. City, with potential input from CalRecycle, will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall work collaboratively with City Contract Manager to confirm a reasonable schedule of each scheduled Route review in line with City's normal business hours, and location(s).

B. Contamination Notification. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a notice of contamination in the form of either a Courtesy Pick-Up Notice or a Non-Collection Notice as determined by the Contractor.

C. Courtesy Pick-Up Notice. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a Courtesy Pick-Up Notice attached or adhered to the Generator's contaminated Container(s).

The courtesy pick-up notification shall, at a minimum:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants.
2. Include the date and time the Prohibited Container Contaminants were observed.
3. Include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container.
4. Inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination Processing fees and/or issue a Non-Collection Notice in the future.
5. Include photographic evidence. Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Courtesy Pick-Up Notice attached to the Generator's Contaminated Container(s).

The format of the Courtesy Pick-Up Notice shall be approved by the City Contract Manager and must be a distinct color from the Non-Collection Notices.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Approved Disposal Facility.

D. Non-Collection Notices

1. Non-Collection Notice. Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection Notice to the Generator attached or adhered to the Generator's contaminated Container(s).

The Non-Collection Notice shall, at a minimum:

- a. Inform the Customer of the reason(s) for non-Collection.
- b. Include the date and time the notice was left or issued.
- c. Describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination.
- d. Describe that the Container(s) may be Collected as Solid Waste for an additional charge.
- e. Include photographic evidence of the violation(s). Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Non-Collection Notice attached to the Generator's Contaminated Container(s).

2. Contractor Return for Collection. Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

E. Assessment of Contamination Processing Fees. If Contractor observes twenty percent (20%) or more Prohibited Container Contaminants and has issued three (3) Courtesy Pick-Up Notice or Non-Collection Notices within a calendar year, as appropriate, the Contractor may impose a contamination fee approved by City for that Customer's Service Level. The intent of Contamination Fees is to provide a behavioral tool to educate and prevent Customers from placing Source Separated Discarded Materials into the improper designated Container(s). To ensure that assessment of fees are to be used for the intended purposes and not as a form of revenue generation, Contractor agrees that Contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment

of Contamination fees shall be suspended immediately and indefinitely pending a program assessment by City and Contractor. Upon program suspension or at the request of City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: i) modify the program parameters; ii) modify the amount of the Contamination fee; or, iii) return to City any funds generated by the Contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time.

Contractor shall leave a Contamination Processing Fee Notice attached to the Generators' contaminated Container(s). Contractor must also deliver notice by mail to the bill-payer's address within twenty-four (24) hours of assessing the contamination fee.

1. Contamination Processing Fee Notice. Contamination Processing Fee Notices shall be in a format approved by City Contract Manager. Contractor shall notify City in its monthly report of Customers for which contamination Processing fees were assessed per Section 4.11.1(F).

Each Contamination Processing Fee Notice shall, at a minimum:

- a. Describe the specific material(s) of issue.
- b. Explain how to correct future set outs.
- c. Indicate that the Customer will be charged a contamination Processing fee on their next bill.

F. Reporting Requirements.

Monthly, quarterly, and annual reporting requirements associated with contamination monitoring are detailed in Exhibit D.

4.11.2 Waste Characterization Studies

- A. Recyclable Materials.** Contractor shall, at its sole expense, design and perform Recyclable Materials characterization studies at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Recyclable Materials, stratified across no fewer than three (3) distinct days of service, from the City at the Approved Recyclable Materials Processing Facility. The methodology must be approved by the City Contract Manager in writing prior to Contractor conducting such a study.

- B. Organic Materials.** Contractor shall, at its sole expense, design and perform waste characterization at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Organic Materials, stratified across no fewer than three (3) distinct days of service, from City at the Approved Organic Materials Processing Facility. The methodology must be approved by City Contract Manager in writing prior to Contractor conducting such a

study.

C. Scheduling and Observation of Studies. Contractor shall, no later than July 15th of each calendar year, provide City with a proposed methodology for each type of study and a schedule of studies for the upcoming Rate Year for review and approval by City. City shall be notified at least thirty (30) days in advance of each study and City, or City's designated third party, maintains the right to observe all aspects of the study. The studies shall be scheduled within City's normal business hours, and City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by City.

D. Recordkeeping and Reporting. Contractor shall maintain records of each study conducted and report results directly to City within fourteen (14) days of completing the.

E. General. Pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, City is responsible for developing and implementing a Food Recovery program in the City. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the City.

ARTICLE 5. STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees.

5.2 OPERATING HOURS AND SCHEDULES

A. Hours of Collection. To preserve peace and quiet, and minimize theft of Recyclable Materials and Organic Materials, the Company shall schedule no Collections from any Premises on any day earlier than 6:00 a.m. or later than 6:00 p.m. provided, however, that City may, at its sole discretion, change the Collection time as required by the needs of the Customers or Contractor.

B. Changes in Collection Routes. For Residential Collection services, Contractor shall perform Collection of Recyclable Materials and Organic Materials on the same day as the City's Solid Waste Collection. If City needs to revise any Residential Solid Waste Collection routes, City will notify Contractor and Contractor shall revise their Recyclable Materials and Organic Materials routes to match.

Prior to the Commencement Date of this Agreement, Contractor shall provide City with route maps for Commercial routes identifying at a minimum: the type of route (e.g., Recyclable Materials or Organic Materials). City shall either approve or deny proposed standard Commercial Collection routes. If City denies any standard Collection routes, Contractor may request a meet and confer with City Contract Manager to discuss potential options. City Contract Managers decision shall be final with respect to any routing changes that may impact the day of service of any Customer.

1019 C. **Holiday Collection.** Collection of Recyclable Materials and Organic Materials shall be made on all
1020 holidays that fall on a day of service with no exception.

1021 5.3 COLLECTION STANDARDS

1022 A. **Servicing Containers.** Contractor shall Collect and return each Container to the location where
1023 the Occupant placed the Container for Collection. Contractor shall place the Containers upright
1024 with lids properly secured. For Customers other than Single-Family Residential Customers,
1025 Contractor shall, without additional charge to the Customer, pull or push Containers up to twenty-
1026 five (25) feet from the location where the Occupant placed the Container for Collection to the
1027 Collection vehicle for service.

1028 Contractor, at the request of Customers, may provide special services including: (i) unlocking
1029 Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers
1030 distances greater than twenty-five (25) feet. Contractor may charge Customers for such extra
1031 services at the Rates approved by City for such services.

1032 Contractor shall guarantee complete Curbside Recyclable Materials and Organic Materials
1033 Collection service on each route on each day of Collection service. Liquidated Damages may be
1034 assessed by City, against Contractor for failure to Collect Recyclable Materials and/or Organic
1035 Materials which have been properly set out for Collection.

1036 If Contractor fails to Collect Recyclable Materials Containers or Organic Materials Containers from
1037 Customers within twenty-four (24) hours of receiving notification of the missed pickups, City shall
1038 have the right to Collect such Containers and Contractor shall reimburse City for the reasonable
1039 costs incurred to Collect such Containers.

1040 C. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for
1041 Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any
1042 materials are spilled or leaked during Collection and Transportation, Contractor shall clean up all
1043 spills or leaks before leaving the site of the spill. In the event that Contractor refuses to clean up
1044 spills or leaks, City may withhold compensation in a reasonable amount that is required to cover
1045 City's costs of cleaning up the spill or leak.

1046 Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is
1047 necessary to do so because of mechanical failure, combustion of material in the truck, or
1048 accidental damage to a vehicle.

1049 Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials
1050 to the Approved Facility.

1051 Contractor shall conduct public outreach to Customers on best management practices for litter
1052 abatement at no extra charge. Such best management practices include, without limitation:

- 1053 1. Closing Container lids and right sizing service: Contractor staff will tag overfull Containers
1054 with Courtesy Pick-Up Notices, which will serve as outreach and education to the Customer.
1055 Photos of the Container will be taken by drivers, attached to the Customer's account, and
1056 will be available to outreach and Customer service staff in order to demonstrate to the
1057 Customer where a problem exists.

1058 2. Driver training on litter reduction techniques and litter removal best management
1059 practices.

1060 3. Affixing signage to the back of Contractor trucks which provides a phone number for
1061 residents to report material spills.

1062 **D. No Commingling of Materials.** Contractor shall Collect materials generated in the City in
1063 Collection vehicles separately from other materials generated outside the City service area, unless
1064 otherwise approved by City Contract Manager. Contractor shall not commingle materials which
1065 have been Source Separated with other materials types (for example, Source Separated
1066 Recyclable Materials which have been properly placed for Collection shall not be combined with
1067 Source Separated Organic Materials).

1068 **5.4 TRANSFER AND PROCESSING STANDARDS**

1069 **5.4.1 Equipment and Supplies**

1070 Contractor shall equip and operate the Approved Processing Facilities in a manner to fulfill Contractor's
1071 obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability
1072 of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved
1073 Processing Facilities as needed to fulfill Services under this Agreement.

1074 Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts,
1075 maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as
1076 appropriate and necessary to operate the Approved Processing Facilities and provide all services required
1077 by this Agreement. Contractor shall place the equipment in the charge of competent operators.
1078 Contractor shall repair and maintain all equipment at its own cost and expense.

1079 **5.4.2 Scales and Weighing**

1080 Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the
1081 Approved Processing Facilities.

1082 **A. Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with
1083 Applicable Law. All scales shall be linked to a centralized computer recording system at the
1084 Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor
1085 shall provide back-up generator(s) capable of supplying power to the scales in the event of a power
1086 outage. Contractor shall promptly arrange for use of substitute portable scales should its usual
1087 scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall
1088 as necessarily estimate the Tonnages of materials delivered to and Transported from the Approved
1089 Processing Facilities, based on delivery vehicle and Transfer trailer volumes, tare weights, and/or
1090 other available facility weight records. These estimates shall take the place of actual weights while
1091 scales are inoperable and shall be identified as estimates in electronic records and reporting.

1092 **B. Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor
1093 shall ensure that all vehicles used by Contractor to deliver Recyclable Materials and Organic
1094 Materials to the Approved Processing Facilities are weighed to determine unloaded ("tare")
1095 weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned,
1096 and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City
1097 with a report listing the vehicle tare weight information upon request. Contractor shall promptly

weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of a City request, and shall re-tare vehicles immediately after any major maintenance or service event.

C. Testing. Contractor shall test and calibrate all scales in accordance with Applicable Law.

D. Records. Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.

5.5 COLLECTION VEHICLE REQUIREMENTS

A. Vehicle Requirements. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, Complaints, and emergencies.

1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet On-Road Heavy Duty Vehicle emissions requirements for model year 2020, regardless of the actual model year of Contractor's vehicles, and generally comply with all Federal, State, and local laws and regulations. Contractor's vehicles shall utilize Recycled motor oil to the extent practicable.

2. Collection vehicles shall present a clean appearance while providing service under this Agreement.

B. Vehicle Display. Contractor's name and local telephone number shall be displayed on all vehicles in at least four (4) inch characters. Vehicles shall be equipped with sign board holders or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the vehicle. At City's request, Contractor shall allow City-related promotional ads to be placed on Collection vehicles operating in the City. Contractor shall be responsible for installing the logo or promotional advertisements.

C. Vehicle Inspection. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. City Contract Manager may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

D. Vehicle Operations. All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed sixty (60)

decibels with the exception of sixty-five (65) decibels for one (1) minute duration. All decibel readings shall be based on a distance of ten (10) feet from any part of the Vehicle. City may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when City Contract Manager believes it is reasonable to do so.

- E. Applicable Law.** All collection vehicles shall comply at all times with Applicable Law, including but not limited to California Air Resources Board ("CARB") Truck and Bus Regulation (13 CCR 2025) and advanced clean fleets regulation (13 CCR 1963-1963.5 and 2012-2012.2), including any modifications, administrative or legal determinations, and amendments thereto. The Parties acknowledge the requirements of the advanced clean fleets regulation adopted by the CARB in 2023 and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the CARB advanced clean fleets regulations. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer, and comply Applicable Law. Contractor is aware that the advanced clean fleets regulation is a current State Law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment to transition to a zero-emission fleet; all costs associated therewithin shall not burden the City disproportionately to other jurisdictions or agencies serviced by the Contractor or its affiliates, and if Contractor expands its fleet as a result of new, expanded, or extended service Contractors or an expansion into new market areas, the City shall benefit proportionately from that expansion of services and impacts on Contractor's fleet.

5.6 CONTAINER REQUIREMENTS

- A. Containers Provided to Customers.** On or before the Commencement Date, Contractor shall provide Customers receiving Bin service with refurbished or like-new Bins as requested by the Customer to meet its desired Service Level. On or before the Commencement Date, Contractor shall provide Commercial Customers receiving Cart service with refurbished or like-new Carts as requested by the Customer to meet its desired Service Level. Contractor shall provide Containers to new Customers requesting service initiation within three (3) Working Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be refurbished or like-new, and shall comply with the Container standards set forth in the Section. All Containers shall display the Contractor's name, telephone number described in Section 4.8.1, website, capacity (yards or gallons) and some identifying inventory or serial number. Contractor shall cooperate with the previous City Collection contractor to ensure that all existing Bins are replaced with Contractor-provided Containers within thirty (30) calendar days following the Commencement Date.

B. Container Standards

1. All Carts shall be manufactured by injection or rotational molding methods. 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. Carts provided to Customer shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to City.

- 1179 2. Carts shall remain durable, and at a minimum, shall meet the following durability
1180 requirements to satisfy its intended use and performance, for the Term of this Agreement:
1181 maintain its original shape and appearance; be resistant to kicks and blows; require no routine
1182 maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or
1183 otherwise deteriorate over time in a manner that shall interfere with its intended use; resist
1184 degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of
1185 household pets (i.e., dogs and cats); the bottoms of Cart bodies must remain impervious to
1186 any damage, that would interfere with the Cart's intended use after repeated contact with
1187 gravel, concrete, asphalt, or any other rough and abrasive surface; all wheel and axle
1188 assemblies are to provide continuous maneuverability and mobility as originally designed and
1189 intended.
- 1190 3. Carts shall be resistant to common household or Residential products and chemicals; human
1191 and animal urine and feces; and, airborne gases or particulate matter currently present in the
1192 ambient air of the Service Area.
- 1193 4. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal
1194 regulations for Bin safety and be covered with attached lids.
- 1195 5. Contractor shall obtain City's written approval of Container material, design, colors, labeling,
1196 and other specifications before acquisition, painting, labeling, or distribution occurs.
- 1197 7. Container lids shall be designed such that the follow requirements are met:
- 1198 a. Prevents the intrusion of rainwater and vectors;
- 1199 b. Prevents the emissions on odors;
- 1200 c. Enables the free and complete flow of material from the Container during the dump
1201 cycle without interference with the material already deposited in the truck body or the
1202 truck body itself and its lifting mechanism;
- 1203 d. Permits users of the Cart to conveniently and easily open and shut the lid throughout
1204 the serviceable life of the Cart;
- 1205 e. Hinges to the Cart body in such a manner to enable the lid to be fully opened, free of
1206 tension, to a position whereby it may rest against the backside of the Cart body;
- 1207 f. Prevents damage to the Container body, the lid itself, or any component parts through
1208 repeated opening and closing of the lid by Generators or in the dumping process as
1209 intended;
- 1210 g. Remains closed in winds up to twenty-five (25) miles per hour from any direction. All lid
1211 hinges must remain fully functional and continually hold the lid in the original designed
1212 and intended positions when either opened or closed or any position between the two
1213 (2) extremes; and,
- 1214 h. Designed and constructed such that it prevents physical injury to the user while opening
1215 and closing the Cart.

1216 8. Containers shall be stable and self-balancing in the upright position, when either empty or
 1217 loaded to its maximum design capacity with an evenly distributed load, and with the lid in
 1218 either a closed or an open position. Containers shall be capable of maintaining upright
 1219 position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from
 1220 any direction.

1221 9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an
 1222 evenly distributed load equal in weight to its maximum design capacity on a level, sloped or
 1223 stepped surface.

1224 10. All such Containers shall be one hundred percent (100%) Recyclable at the end of their useful
 1225 life.

1226 11. All Containers shall be designed and constructed to be watertight and prevent the leakage of
 1227 liquids.

1228 **C. Container Colors.** Contractor shall provide all Customers with Collection Containers that comply
 1229 with the Container color requirements specified in this Section 5.6, or as otherwise specified in
 1230 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. Colors
 1231 shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and
 1232 the lids and bodies shall be uniform for each Container type, as follows:

1233 1. Recyclable Materials Container bodies and lids shall be blue.

1234 2. Organic Materials Container bodies and lids shall be green.

1235 Hardware such as hinges and wheels on the Containers may be a different color than specified
 1236 above. All Containers shall comply with these color requirements..

1237 **D. Container Labeling.** All markings on the Containers shall be approved by the City in advance of
 1238 ordering such Containers. On the lid of each Cart, and the body of each Bin and Drop Box,
 1239 Contractor shall label the ultimate destination of such materials as follows: for Recyclable
 1240 Materials (including Cardboard, mixed paper, metal, etc.); and, "COMPOST" for Organic Materials
 1241 (including Food Waste, Yard Trimmings, wood waste, etc.). On the body of each Cart, Bin, and
 1242 Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for
 1243 Bins and Drop Boxes). Container body labeling shall be positioned on the side of each Container
 1244 so it is visible to the Customer at all times.

1245 Carts shall have positional marking in the form of an arrow (at least three (3) inches by five (5)
 1246 inches) hot stamped in white color on the Cart lid, indicating the direction of Cart placement; and,
 1247 in character size of no less than three sixteenths (3/16) inches, the phrase: "PLACE CART WITH
 1248 ARROW FACING STREET FOR COLLECTION."

1249 All new Carts shall include a high-quality educational information label using in-mold technology,
 1250 such that all labeling shall be integral to the lid, though the use of injection molding, and shall not
 1251 be affixed to any part of the Cart or lid using adhesives. Notwithstanding the provisions of this
 1252 Section, or the requirements of SB 1383, the in-mold lid label shall, at a minimum, include for each
 1253 Container: primary materials accepted; primary materials prohibited; a clear indication of
 1254 Prohibited Container Contaminants for that Container type, acceptable materials; prohibited

materials; notification forbidding Hazardous Waste and describing proper Disposal thereof; notification forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or City Resolution; information about the Collection program; and, the City's name and logo. Subject to City approval, Contractor shall display City's name, website, and Contractor's designated telephone number using labels, decals, or other approved method. Upon expiration or early termination of this Agreement, Contractor shall transfer access and rights of such phone number and website to the City.

E. Repair and Replacement of Containers; Inventory. Contractor shall be responsible for repairing or replacing Contractor-provided Containers when Contractor determines the Container is no longer suitable for service, or when City or a Customer requests replacement of a Contractor-provided Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days of Customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Contractor personnel. All repairs must restore the Container to its full functionality to meet the design and performance requirements as set for herein.

Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Containers) from current subscribers, and requests for replacement due to damage.

Contractor shall provide to Commercial Customers at least one (1) free Cart replacement throughout the Term of this Agreement, upon Customer request. If a Customer requests more than one (1) Container replacement, Contractor shall make Containers available at the City-approved Rate for such services. In addition, Commercial Customers may also request one (1) Container size exchange per Rate Period at no charge. All such Containers shall be provided within three (3) Working Days of request.

City will charge the Contractor for replacement of all lost City-provided Recyclable Materials and Organic Materials Carts. For Multi-Family Customers (centralized Collection) and Commercial Customers, Collection shall be provided in Contractor-provided 96-gallon Carts or 1-6 cubic yard Bins at a frequency agreed upon between the Customer and the Contractor

F. Maintenance, Cleaning, Painting. All Commercial Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all Commercial Containers damaged by Collection operations in accordance with standards specified in Section 5.6., unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at a City-approved Rate for such service. All Containers shall be maintained in a functional condition.

Contractor shall provide Container cleaning services pursuant to Section 4.4.G.

Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by Contractor or notice by City or a Customer if such graffiti includes any written or pictorial obscenities and otherwise within a one (1) week period.

Upon request from City Contract Manager, Contractor shall provide City with a list of Containers

1296 and the date each Container was painted and maintained.

1297 **G. City Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement,
 1298 all Containers purchased and put into service at Customer Premises during the Term of the
 1299 Agreement shall become property of the City at no cost to the City if such Containers are fully
 1300 depreciated. All Containers, and Compactors purchased and put into service at Customer
 1301 Premises during the Term of the Agreement that have not been fully depreciated shall be available
 1302 to the City, at the City's option, at a cost reflecting the net book value.

1303 At its sole discretion, the City may elect not to exercise its rights with regards to this Section and,
 1304 in such case, the Containers, and Compactors shall remain the property of the Contractor upon
 1305 the date of this Agreement's expiration or earlier termination. In such case, Contractor shall be
 1306 responsible for outstanding depreciation and for removing all Containers, and Compactors in
 1307 service from the Premises within fourteen (14) Working Days of the expiration date or early
 1308 termination date of this Agreement or within a different timeframe mutually agreed to by the
 1309 Parties. Contractor shall arrange for reuse or Recycling of Containers, and Compactors removed
 1310 from the City.

1311 **5.7 PERSONNEL**

1312 **A. General.** Contractor shall furnish such qualified personnel as may be necessary to provide the
 1313 services required by this Agreement in a safe and efficient manner.

1314 Contractor shall use its best efforts to assure that all employees present a neat appearance and
 1315 conduct themselves in a courteous manner. Contractor shall not permit its employees to accept,
 1316 demand, or solicit, directly or indirectly, any additional compensation, or gratuity from Customers
 1317 or members of the public.

1318 **B. Hiring of Displaced Employees.** Contractor is aware of and shall comply with the requirements of
 1319 and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of
 1320 employment to any displaced employees resulting from a change in service provider, if any,
 1321 resulting from this Agreement or upon the expiration of this Agreement.

1322 The minimum staffing positions to be provided by Contractor to perform the services described
 1323 herein to the City are identified in Exhibit H. Failure to consistently maintain these staffing levels,
 1324 by position, during the Term of the Agreement shall be considered a material breach.

1325 **C. Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued
 1326 by the California Department of Motor Vehicles. Contractor shall use the Class II California
 1327 Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

1328 **D. Safety Training.** Contractor shall provide suitable operational and safety training for all employees
 1329 who operate Collection vehicles or equipment. Contractor shall train its employees involved in
 1330 Collection to identify, and not to Collect, Excluded Waste. Upon City Contract Manager's request,
 1331 Contractor shall provide a copy of its safety policy and safety training program, the name of its
 1332 safety officer, and the frequency of its trainings.

1333 **E. Designated Staff.**

1. Contractor's Government Liaison. Contractor shall designate at least one (1) qualified local employee as City's primary point of contact with Contractor who is principally responsible for administering the Agreement (submitting reports, attending recurring meetings, etc.) and whose time is fully dedicated to City. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

2. Contractor's Service Liaison. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor responsible for Collection operations and resolution of service requests and Complaints. The designated Service Liaison will devote at least fifty percent (50%) of their time in the City in the field checking on Collection operations, including responding to City requests, inquiries, and Complaints.

3. Diversion Coordinator. Contractor shall provide one (1) full-time Diversion Coordinator who is solely dedicated to City and shall not perform any work related to other jurisdictions, proposals, or business functions of Contractor. Contractor shall hire the Diversion Coordinator in advance of the Commencement Date and the Diversion Coordinator shall assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine Service Levels. The duties of the Diversion Coordinator will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantial as proposed by Contractor in Exhibit G, Contractor's Proposal and in Exhibit C, Public Education and Outreach Requirements. The Diversion Coordinator shall be a full-time, regular, professional position, compensated in accordance with the wages shown in Contractor's Proposal for such a position. Contractor acknowledges that the Diversion Coordinator role is not intended to be an internship, or entry-level role. City may also employ corresponding staff members who will work in partnership with Contractor's Diversion Coordinator, and the Contractor's Diversion Coordinator shall cooperate and share information openly with such City employee.

In the event that Contractor fails to provide the required number of full-time equivalent Diversion Coordinator for more than two (2) months, Contractor shall remit to City ten thousand dollars (\$10,000) per un-provided employee for every month (in excess of two months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit E. Contractor shall remit such payment within fifteen (15) Business Days of a written request by City. The intent of this payment is for the City to utilize the funds to separately procure equivalent public education services and ensure the contractually agreed upon levels of technical assistance and outreach to Customers.

F. Key Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement and as described in Exhibit G under Contractor's proposal. Contractor shall notify City of any changes in Contractor's staff described in Exhibit G to be assigned to perform the services required under this Agreement. City Contract Manager shall retain the right to request a reassignment of any designated staff members in Section 5.7.E who are assigned to perform services under this Agreement.

Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, City may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement, and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

5.8 EXCLUDED WASTE INSPECTION AND HANDLING

A. Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Excluded Waste Identified During Collection. If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, Contractor shall, before leaving the Premises, leave Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Fire Department.

C. Response to Excluded Waste Identified At Processing or Disposal Facility. Materials Collected by Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws and

1419 regulatory requirements. Contractor may at its sole expense attempt to identify and recover the
1420 cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of
1421 this effort, as well as the cost of Disposal shall be chargeable to the Generator.

1422 **5.9 CONTRACT MANAGEMENT**

1423 Consistent with Section 12.10, the City Contract Manager shall monitor and administer this Agreement.
1424 Contractor shall designate an employee to serve as Contractor's Government Liaison(s), to be responsible
1425 for working closely with the City Contract Manager in the monitoring and administration of this
1426 Agreement. Contractor's Government Liaison shall not be involved in the management, operations,
1427 administration, marketing, or other activities of Contractor other than under this Agreement and up to
1428 one (1) other community's franchise agreement. Contractor shall be responsible for notifying the City
1429 Contract Manager of such other community and any change in assignments.

1430 Contractor's Government Liaison shall meet and confer with City Contract Manager to resolve differences
1431 of interpretation and implement and execute the requirements of this Agreement in an efficient, effective
1432 manner that is consistent with the stated objectives of this Agreement.

1433 City Contract Manager and Contractor's Government Liaison shall hold contract management meetings
1434 monthly or at such other frequency as designated by City Contract Manager. This meeting is intended to
1435 review the status of Contractor's implementation of programs and services required under this
1436 Agreement, coordinate shared efforts between the Parties, and such other agenda items as are deemed
1437 appropriate by the Parties for such meetings.

1438 From time to time, City Contract Manager may designate other agents of City to work with Contractor on
1439 specific matters. In such cases, those individuals should be considered designees of City Contract Manager
1440 for those matters to which they have been engaged. Such designees shall be afforded all of the rights and
1441 access granted thereto. In the event of a dispute between City Contract Manager's designee and
1442 Contractor, City Contract Manager's determination shall be conclusive.

1443 In the event of dispute between City Contract Manager and Contractor regarding the interpretation of or
1444 the performance of services under this Agreement, City Contract Manager's determination shall be
1445 conclusive except where such determination results in a material impact to Contractor's revenue and/or
1446 cost of operations. In the event of a dispute between City Contract Manager and the Contractor results in
1447 such material impact to Contractor, the provisions of Section 10.9 shall apply. For the purposes of this
1448 Section, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's annual
1449 Gross Receipts under this Agreement.

1450 City Contract Manager or their designate shall have the right to observe and review Contractor operations
1451 and Processing Facilities and enter Premises for the purposes of such observation and review, including
1452 review of Contractor's records, during reasonable hours with reasonable notice. In no event shall
1453 Contractor prevent access to such Premises for a period of more than three (3) calendar days after
1454 receiving such a request.

1455 **5.10 RESERVED**

1456 **5.11 LOCAL PURCHASING PREFERENCE**

1457 Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and

supplies used in connection with this Agreement from local vendors within the City, County, or State (and in that order of preference). At a minimum, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any and all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

5.12 DIVERSION REQUIREMENTS

Contractor shall maintain at least fifty percent (75%) Diversion of Recyclable Materials and Organic Materials Collected in the City by Contractor. The Diversion percentage shall be calculated as total Tons Diverted divided by total Tons Collected. Total Tons Diverted does not include Processing Residue that is Disposed.

ARTICLE 6. RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance with this Agreement and Applicable Law. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Upon request, any such records shall be retrieved in a timely manner, not to exceed five (5) Working Days of a request by City Contract Manager, and made available to City Contract Manager; including any record or documentation that City, in their sole discretion, may deem necessary, for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.

Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. City reserves the right to require the Contractor to maintain the records required herein using a City-selected web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City, as requested, under this Agreement.

At a mutually agreed upon time during normal business hours, but within five (5) Work Days of a written request, Contractor shall provide to City the Contractor's data and records with respect to the matters covered by this Agreement and Applicable Law. Contractor shall permit City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make copies of all data relating to all matters covered by this Agreement and the Applicable Law. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following City's receipt of final payment under this Agreement unless City agrees in writing to an earlier

disposition. Contractor agrees that all data regarding business operations, Customer lists, routing, Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and work force and bargaining agreements, do not constitute Proprietary Information or Trade Secrets and shall be made available to City Contract Manager or their designee upon request and within the timelines required by this Section 6.1. City is subject to the California Public Records Act (Government Code section 6250, *et. seq.*) and nothing in this Agreement is intended to impair City's requirements or obligations under that Act.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials and Organic Materials are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit daily, monthly, quarterly, and annual reports as scheduled in Exhibit D, with all data and information described in Exhibit D, unless otherwise specified under this Agreement.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City Contract Manager, in their sole discretion. City Contract Manager may, from time to time during the Term, review, and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to City Contract Manager electronically using file formats and software acceptable to the City. City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-selected web-based software platform, at the Contractor's expense.

City reserves the right to require Contractor to provide additional reports or documents as City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

6.3 PERFORMANCE REVIEW AND AUDIT

City may request, and Contractor shall cooperate with a request for, a performance review once every three (3) years during the Term of this Agreement, to verify that Contractor has fulfilled its operational obligations under this Agreement. Notwithstanding the foregoing, Contractor shall cooperate with performance reviews more frequently than once every three (3) years if a deficiency of performance or contractual obligation is identified; this exemption applies only to performance or contractual obligations that are identified as deficient or non-compliant. The purpose of such review and audit shall be, without limitation, to review Complaints, billings, and fee payments to City, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, direct services provided to Customers as described in Exhibit B, public education and outreach required in Exhibit C, recordkeeping and reporting as required in Exhibit D, and performance standards established in Exhibit

F).

City may choose to enlist professional service providers to perform such review and audit, and Contractor shall be required to pay City's actual costs for such services up to ninety thousand dollars (\$90,000) per review (such amount shall be adjusted annually by the annual percentage change in CPI-U, calculated in accordance with Exhibit E). Contractor may not influence or control City's selection of professional service providers nor the specific review items covered by the review. Contractor shall cooperate with City and its agents during the review and audit process. If any noncompliance with the Agreement is found, City may direct Contractor to correct the inadequacies in accordance with Article 10 of this Agreement.

At City's sole option, with at least thirty (30) calendar days written notification to Contractor, it may conduct a public hearing at which Contractor shall be present and shall participate, to review Contractor's performance, quality of service, and evaluation of technological and regulatory changes. The reports required by Exhibit D to this Agreement regarding Customer Complaints may be utilized as a basis for review as well as any findings from performance review and/or audits. Performance and service quality review hearings may be scheduled by City at its discretion throughout the Term of the Agreement.

In addition to the other requirements of this Agreement, the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.

ARTICLE 7. CITY FEES

7.1 REVENUE SHARING

Contractor agrees to share revenue generated through marketing Recyclable Materials and Organic Materials Collected under this Agreement as described below: For Rate Year 1, Contractor shall provide a rebate to City in the amount of \$17.01 per Ton on Single-Family Recyclable Materials Collected under this Agreement. Contractor shall also provide a rebate to City in the amount of \$17.01 per Ton on all Multi-Family and Commercial Recyclable Materials Collected as part of this Agreement. During the process of establishing Rates for Rate Period 2 and each successive Rate Period thereafter, the rebates to City noted above shall be adjusted, up or down, to reflect eighteen percent (18%) of the monthly average for the most recent March through February average values for Low Side of the Official Board Market (OBM) Los Angeles Index for "Mixed Paper-MP" as published by Recyclingmarkets.net.

7.2 AB939/SB 1383 FEE

The Contractor shall pay an AB 939/SB 1383 fee to City each month. The amount of the AB 939/SB 1383 fee shall be 5% of gross receipts of commercial accounts and shall be paid in monthly installments. City shall use the AB 939/SB 1383 fee to refund expenses including but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, capacity planning, provision of special containers, or other activities involved in compliance with AB 939 and/or SB 1383.

7.3 PAYMENT SCHEDULE AND LATE FEES

Within twenty (20) calendar days of the end of each calendar quarter, during the Term of this Agreement,

Contractor shall remit to City all reimbursements as described in this Article. Such reimbursements shall be remitted to City and sent or delivered to City Contract Manager. If such remittance is not paid to City on or before the twentieth (20th) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. Delinquent reimbursements may be withheld from City's compensation to Contractor.

Each quarterly remittance to City shall be accompanied by a statement listing the amount of the revenue share and calculation of the reimbursement.

City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of fees. Contractor shall cooperate with City Contract Manager in any such audit. Should City or its agent perform this review identify billing errors or other errors in payment of reimbursements valued at one percent (1%) or more of Gross Receipts for the period reviewed, Contractor shall, in addition to compensating City for lost fees, reimburse City's actual cost of the review.

ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

Contractor's compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Transfer and Processing Fees, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

City shall compensate Contractor monthly in arrears for the Collection of Single-Family and Multi-Family Recyclable Materials and Organic Materials as specified herein in an amount based on the then-current number of monthly active units (as per City's Utility System Report, which shall be provided each month by City's Finance Department) multiplied by the Rate per unit then in effect (e.g., 27,000 Single-Family units x \$3.40 = \$91,800), where a "unit" is equivalent to each Cart being used to provide individualized Collection service or each Dwelling Unit of a Multi-Family complex receiving shared Collection service.

Contractor shall bill Commercial Customers directly for Recyclable Materials and Organic Materials Collection services. Contractor shall charge Commercial Customers Rates that shall not exceed sixty percent (60%) or other Rate as proposed by selected proposer of the Rate charged by City for similar Solid Waste Collection service. Contractor shall provide to City annually, or as prices are changed, a list of the current Commercial Recyclable Materials and Organic Materials Collection Rates charged by Contractor. Contractor shall have the right to retain all receipts generated through such Commercial billing activities, subject to Section 7.1.

8.2 RATES AND ANNUAL ADJUSTMENTS

A. General. The City Contract Manager shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor proposes the need for a

1616 Rate that does not appear on the City-approved Rate schedule in Exhibit G3, Contractor shall
 1617 immediately notify City Contract Manager and request establishment of such Rate. Approval of
 1618 Rates described in this Section 8.2 may be made by the City Contract Manager.

1619 **B. Rates for Rate Period One.** Rates for Rate Period One, which are presented in Exhibit G3, were
 1620 proposed by Contractor and agreed to by City and were approved along with the Agreement. The
 1621 Rates for Rate Period One shall be effective from August 1, 2025 through July 31, 2026. Rates shall
 1622 be adjusted for any City approved change in Disposal Cost that are effective August 1, 2025 in
 1623 accordance with this Section 8.2.

1624 **C. Rates for Subsequent Rate Periods.** Rates for subsequent Rate Periods shall be adjusted annually
 1625 in accordance with this Section 8.2.

1626 For Rate Periods Two through Ten, Contractor's per-unit compensation shall be calculated by
 1627 multiplying the prior year's per-unit compensation by one (1) plus the change in the average
 1628 "Consumer Price Index" (U.S. City Average, All Urban Consumers; 1982-84 = 100, West Region –
 1629 Size Class B/C)" (or some other mutually agreed-upon index if phased-out) for the twelve months
 1630 ended the March prior to the Rate change over the average index for the twelve months ended
 1631 the prior March, or four percent (4%) whichever is less. Per-unit compensation shall be rounded
 1632 to the nearest cent.

$$\begin{array}{l} \text{Adjusted "Residential Recyclable} \\ \text{Materials with Individual} \\ \text{Service" Monthly Rate (RRMIS)} \end{array} = \begin{array}{l} \text{Prior Year's RRMIS Monthly Rate} \times (1 + (((\text{Average CPI} \\ \text{April through March of the Current Year} - \text{Average CPI} \\ \text{April through March of the Previous Year}) / \text{Average CPI} \\ \text{March to March of the Previous Year})) - \text{Capped at 4\%} \end{array}$$

1633 For example,

1634 Prior Year's RRMIS Monthly Rate = \$3.40

1635 Current Year's Average April-to-March CPI = 180.2

1636 Prior Year's Average April-to-March CPI = 172.8

1637 Adjusted RRMIS Monthly Rate = $\$3.40 \times (1 + ((180.2 - 172.8) / 172.8)) = \3.55

1638 **D. Rate Structure.** City may, at any time during the Term of this Agreement and in its sole discretion,
 1639 change the relationship of individual Rates in comparison with other Rates. Any such changes
 1640 would occur in conjunction with the annual Rate adjustment process described in this Section or
 1641 in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in
 1642 accordance with Section 8.3. Changes to the Rates charged under the new structure shall be
 1643 calculated in such a way that the revised Rate structure generates at least the same amount of
 1644 total revenue when the current number of accounts at each Service Level are multiplied by the
 1645 Rates charged for each Service Level and the total for all Service Levels are summed; provided, if
 1646 after a 24 month period from the Effective Date of the new Rate structure Contractor can show a
 1647 revenue loss has occurred that interferes with Contractor achieving its allowable profit as
 1648 identified in Exhibit G, Contractor's Proposal, Contractor shall be entitled to a prospective

extraordinary Rate adjustment to compensate Contractor for such revenue loss.

E. Compensation. City shall compensate Contractor monthly in arrears for the Collection of Recyclable Materials and Organic Materials from Residential Customers as specified herein.

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per Cart per month for Residential Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart Collection, City pays Contractor $\$1.80 \times 12 = \21.60 per month).

The current compensation rate for Organic Materials services paid to Contractor is \$RATE *per Cart per month* for Residential Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Organic Materials services paid to Contractor is \$RATE per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart Collection, City pays Contractor $\$1.80 \times 12 = \21.60 per month).

8.3 EXTRAORDINARY RATE ADJUSTMENTS

A special Rate adjustment may be considered and approved by City no more than once every three (3) years, in its sole discretion, when it can be established that there is good cause based on a significant change in circumstances. Such adjustment shall be prospective in nature and no claim of reimbursement for costs shall be made for any period prior to the date of the request. Significantly changed circumstances may include City-directed changes in service, new governmental fees, charges or taxes, a Change in Law, permits or regulations or in the interpretation thereof, or other significant changes in costs not within the control of Contractor. If Contractor desires to seek a special Rate change for compensation effective the following August 1, Contractor shall submit to City Contract Manager a request for special Rate adjustment by January 1 of the same year. The request for special Rate adjustment shall include a thorough written explanation of the significantly changed circumstances, as well as an explanation of why these circumstances constitute good cause for making such an application and the amount of the Rate adjustment requested by Contractor, together with such other data and supporting documentation as may be required by City Contract Manager.

If Contractor requests a special Rate adjustment, Contractor shall provide a statement of operations at the time the request for a special Rate adjustment has been submitted to City Contract Manager. The statement of operations shall include the specific revenues and expenses related to the operations provided for in this Agreement. Contractor shall also make available for review, by City or its agent, the supporting documentation (i.e., general ledger, allocation methodology, etc.) used to compile the statement of operations. The statement of operations and supporting documentation shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP). If City, or its agent, determines the statement of operations and supporting documentation is not sufficient to determine the reasonableness of the requested special Rate adjustment, the City shall have the right to request a financial audit of the Contractor's operations in accordance with Generally Accepted Auditing Standards (GAAS) by a certified

public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. If City requests an audit, the City shall reimburse the Company fifty percent (50%) of the reasonable costs of the audit.

City Contract Manager shall determine within forty-five (45) days of receipt of all reasonable requested documents and information whether to recommend to the City Council an adjustment in Rates. If the City Contract Manager recommends an adjustment in Rates, the proposed Rate adjustments will be scheduled before the City Council within ninety (90) days after City Contract Manager's determination. The City Council shall consider Contractor's request and such other materials and information reasonably requested by the City Contract Manager or City Council from Contractor to assess the merits of Contractor's application. The City Council, in its sole and reasonable discretion, may adjust Contractor's Rates to compensate Contractor for its reasonable net costs resulting from a significant change in circumstances.

Contractor shall not be entitled to a special Rate adjustment more than once every three years and such adjustment shall not exceed six percent (6%).

If City Contract Manager determines that good cause does not exist, Contractor shall have ten (10) days in which to file an appeal of the determination with the City Council. That appeal shall be placed on the City Council's agenda as soon as practicable.

The City Council's decision regarding City Contract Manager's recommendation or following an appeal shall be conclusive.

ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. General. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any Subcontractor, or agent of Contractor, under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section 9.1 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights as defined herein and permitted under Applicable Law.

B. Excluded Waste. Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

1729 If Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its
 1730 activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory
 1731 and/or remedial action reasonably required for the remediation of such environmental
 1732 contamination. Prior to undertaking any investigatory or remedial action, however, Contractor
 1733 shall first obtain City's approval of any proposed investigatory or remedial action. Should
 1734 Contractor fail at any time to promptly take such action, City may undertake such action at
 1735 Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses
 1736 within thirty (30) calendar days of being billed for those expenses, and any amount not paid within
 1737 that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the
 1738 delinquent fee payment provision of Section 7.2. These obligations are in addition to any defense
 1739 and indemnity obligations that Contractor may have under this Agreement.

1740 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any
 1741 claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but
 1742 not limited to, claims arising under Comprehensive Environmental Response, Compensation and
 1743 Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful
 1744 misconduct.

1745 **C. Environmental Indemnity.** Contractor shall defend with counsel acceptable to City, indemnify,
 1746 and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and
 1747 liability for damages of every name, kind and description, including attorneys' fees and costs
 1748 incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded
 1749 Waste.

1750 **D. Electronic and Web based Information Indemnity.** Contractor shall defend with counsel
 1751 acceptable to City, indemnify, and hold City harmless against and from any and all -related claims,
 1752 including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory
 1753 fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and
 1754 description, including attorneys' fees and costs incurred, attributable to the negligence or willful
 1755 misconduct of Contractor and any Subcontractors used in performance of this Agreement in
 1756 handling or protecting Customer information over which Contractor has control, including but not
 1757 limited to billing details, electronic payment(s), and Customer account information that is not
 1758 readily available to the general public. Contractor shall maintain electronic files and Contractor's
 1759 website in accordance with the industry best practices for maintaining such information as safely
 1760 and securely as possible. Nothing in this Section 9.1(D) shall prevent or restrict Contractor's
 1761 obligation and responsibility to provide City with information required under this Agreement.

1762 **E. Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify
 1763 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of Applicable
 1764 Law, including but not limited to AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the
 1765 Contractor with respect to the Contractor's obligations under this Agreement, and such failure is:
 1766 (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to
 1767 Contractor delays in providing information that prevents Contractor or City from submitting
 1768 reports to regulators in a timely manner. This indemnity is subject to the provisions of Public
 1769 Resources Code § 40059.1.

1770 **F. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing
 1771 service under this Agreement shall not: (i) qualify for any compensation and benefit under

CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled to any other CalPERS-related benefit that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this Section 9.1. This Section 9.1 applies to Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the California Public Employees Retirement System ("CalPERS") to be eligible for enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Contractor's Compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of (1) Contractor, (2) any employee of Contractor, or (3) any employee of Contractor construed to be an employee of City, for work performed under this Agreement.

9.2 INSURANCE

A. General Requirements. Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

B. Coverages and Requirements. During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. Failure to maintain the identified insurance requirements during the entire Term of this Agreement shall constitute an event of default subject to Section 10.1(C). The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident

1811 for bodily injury or disease.

1812 **Employee Blanket Fidelity Bond** – \$500,000 per employee loss covering dishonesty,
1813 forgery, alteration, theft, disappearance, and destruction (inside or outside).

1814 **Pollution Liability** – \$10,000,000 per loss and annual aggregate applicable to bodily injury;
1815 property damage, including loss of use of damaged property or of property that has not
1816 been physically damaged or destroyed; clean-up costs, including first-party cleanup of the
1817 City’s property and third-party cleanup, and bodily injury costs if pollutants impact other
1818 properties; and defense, including costs, fees and expenses incurred in the investigation,
1819 defense, or resolution of claims. Coverage shall include completed operations and shall
1820 apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors
1821 or omissions arising out of, or in connection with, Contractor’s scope of work under this
1822 Agreement. Coverage shall also apply to non-owned deposit sites (“NODS”) that shall
1823 protect against, for example, claims regarding bodily injury, property damage, and/or
1824 cleanup costs involving NODS. Coverage is preferred by City to be occurrence based.
1825 However, if provided on a claims-made basis, Contractor warrants that any retroactive
1826 date applicable to coverage under the policy precedes the Effective Date of this
1827 Agreement, and that continuous coverage shall be maintained, or an extended discovery
1828 period will be exercised through completion or termination of this Agreement for a
1829 minimum of five (5) years. This provision does not limit or alter any rights or remedies to
1830 City allowable under this Agreement and/or Applicable Law in perpetuity.

1831 **Technology Professional Liability Errors and Omissions Insurance (Cyber Liability)**
1832 appropriate to the Contractor’s profession and industry practice, with limits not less than
1833 \$2,000,000 per occurrence. Coverage for cyber risks shall be sufficiently broad to respond
1834 to the duties and obligations as are undertaken by Contractor under this Agreement and
1835 shall include, but not be limited to claims involving infringement of intellectual property,
1836 including but not limited to infringement of copyright, trademark, trade dress, invasion
1837 of privacy violations, information theft, damage to or destruction of electronic
1838 information, release of private information, alteration of electronic information,
1839 extortion, and network security. The policy shall provide coverage for breach response
1840 notification and remediation costs, regulatory fines and penalties, credit monitoring
1841 expenses, electronic funds transfer losses, electronic data restoration expenses, and
1842 business interruption costs with limits sufficient to respond to these obligations, in the
1843 sole discretion of the City’s Risk Manager.

1844 2. Additional Insured. City, its officers, agents, employees, and volunteers shall be named as
1845 additional insured on all but the workers’ compensation and professional liability
1846 coverages.

1847 3. Said policies shall remain in force through the life of this Agreement and, with the
1848 exception of professional liability coverage, shall be payable on a “per occurrence” basis
1849 unless City’s Risk Manager specifically consents in writing to a “claims made” basis. For all
1850 “claims made” coverage, if Contractor changes insurance carriers Contractor shall
1851 purchase “tail” coverage or otherwise provide for continuous coverage covering the Term
1852 of this Agreement and not less than three (3) years thereafter, except for the five (5) year
1853 tail of Pollution Liability Coverage as described above. Proof of such “tail” or other

- 1854 continuous coverage shall be required at any time that the Contractor changes to a new
1855 carrier prior to receipt of any payments due.
- 1856 4. Contractor shall declare all aggregate limits on the coverage before commencing
1857 performance of this Agreement, and City's Risk Manager reserves the right to require
1858 higher aggregate limits to ensure that the coverage limits required for this Agreement as
1859 set forth above are available throughout the performance of this Agreement.
- 1860 5. The deductibles or self-insured retentions are for the account of Contractor and shall be
1861 the sole responsibility of Contractor.
- 1862 6. Each insurance policy shall provide or be endorsed to state that coverage shall not be
1863 suspended, voided, canceled by either Party, reduced in coverage or in limits except after
1864 thirty (30) calendar days prior written notice by certified mail, return receipt requested,
1865 has been given to City Contract Manager ten (10) Business Days for delinquent insurance
1866 premium payments).
- 1867 7. Insurance must be placed with insurers with a current A.M. Best's rating of no less than
1868 A-VII, or with a surplus line carrier appearing on the List of Approved Surplus Line Insurers,
1869 ("LASLI") with a Best's Key Rating Guide of at least A: X. Insurers, and corresponding
1870 policies required by this Section, must also comply with all other aspects of City Council
1871 Policy # 70.
- 1872 8. The policies shall cover all activities of Contractor, its officers, employees, agents and
1873 volunteers arising out of or in connection with this Agreement.
- 1874 9. For any claims relating to this Agreement, Contractor's insurance coverage shall be
1875 primary, including as respects City, its officers, agents, employees, and volunteers. Any
1876 insurance maintained by City shall apply in excess of, and not contribute with, insurance
1877 provided by Contractor's liability insurance policy.
- 1878 10. Contractor shall waive all rights of subrogation against City, its officers, employees,
1879 agents, and volunteers.
- 1880 **C. Endorsements.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish
1881 City Contract Manager with certificates or original endorsements reflecting coverage required by
1882 this Agreement. The certificates or endorsements are to be signed by a Person authorized by that
1883 insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and
1884 are subject to the approval of, City Risk Manager before work commences.
- 1885 **D. Renewals.** During the Term of this Agreement, Contractor shall furnish City Contract Manager
1886 with certificates or original endorsements reflecting renewals, changes in insurance companies,
1887 and any other documents reflecting the maintenance of the required coverage throughout the
1888 entire Term of this Agreement. The certificates or endorsements are to be signed by a Person
1889 authorized by that insurer to bind coverage on its behalf.
- 1890 **E. No Cap on Indemnity.** The minimum amounts of coverage described in this Section 9.2 will not
1891 constitute any limitations or cap on Contractor's indemnification obligations under this
1892 Agreement.

- F. Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

9.3 PERFORMANCE BOND

Within seven (7) calendar days of City's notification to Contractor that City has executed this Agreement, Contractor shall file a bond with City, payable to City, securing Contractor's performance of its obligations under this Agreement. If deemed necessary by City, such bond will be renewed annually so that the performance of bond is maintained at all times during the Term. The principal sum of the bond shall be Five Hundred Thousand Dollars \$500,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to City. The bond shall be in the form approved by City's Risk Manager.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
- B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation, insurance coverage required by Section 9.2, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** Contractor violates any orders or filings issued by a regulatory body having authority over the Contractor concerning this Agreement, and City reasonably determines that the violation is material. If Contractor contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or default of this Agreement shall be deemed to have occurred.
- E. Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement, which violation City reasonably determines is material.
- F. Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.
- G. Failure to Report.** Contractor fails to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- H. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied

- 1929 within the time set in the written notice of the violation. Additionally, an event of default occurs
 1930 if Contractor cannot reasonably correct or remedy the breach within the time set forth in a notice
 1931 of violation, or if Contractor fails to commence to correct or remedy such violation within the time
 1932 set forth in such notice and diligently effect such correction or remedy thereafter.
- 1933 **I. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by
 1934 Contractor in connection with or as an inducement to entering into this Agreement, or any future
 1935 amendment to this Agreement, which proves to be false or misleading in any material respect as
 1936 of the time such representation or disclosure is made, whether or not any such representation or
 1937 disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-
 1938 provided report contains a misstatement, misrepresentation, data manipulation, or an omission
 1939 of fact or content explicitly defined by the Agreement, excepting non-numerical typographical
 1940 and grammatical errors.
- 1941 **J. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's
 1942 operating equipment, including without limits its equipment, maintenance or office facilities,
 1943 Approved Facility(ies), or any part thereof.
- 1944 **K. Suspension or Termination of Service.** There is any termination or suspension of the transaction
 1945 of business by Contractor related to this Agreement, including without limit, due to labor unrest
 1946 including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action
 1947 lasting more than two (2) calendar days.
- 1948 **L. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal
 1949 activity related directly or indirectly to performance of this Agreement or any other agreement
 1950 held with City.
- 1951 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the
 1952 expressed written approval of City, unless the assignment is permitted without City approval
 1953 pursuant to Section 12.6.
- 1954 **N. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a
 1955 proposal for new services or changes to services or fails to implement a change in service as
 1956 requested by the City as specified in Section 3.5.
- 1957 **O. Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's
 1958 Implementation Plan as specified in Exhibit G.
- 1959 **P. Failure to Implement Collection Program.** Contractor fails to implement a Collection program
 1960 that complies with the requirements of Article 4 and Exhibit B, which is essential for City to achieve
 1961 compliance with SB 1383.
- 1962 **Q. Failure to Provide Processing Capacity.** Contractor fails to provide adequate Processing capacity
 1963 in accordance with Articles 4 and 5, which is essential for City to achieve compliance with SB 1383.
- 1964 **R. Failure to Achieve Processing Standards.** Contractor fails to achieve the Processing standards
 1965 specified in Articles 4 and 5 including achievement of minimum Organic Waste recovery rates,
 1966 which are essential for City to achieve SB 1383 compliance.

1967 **S. Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other
 1968 requirements of the Agreement including, but not limited to, public education, reporting,
 1969 contamination monitoring, recordkeeping and reporting, or other obligations of this Agreement
 1970 that delegate City's responsibility and/or authority under SB 1383 to the Contractor.

1971 **T. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under
 1972 this Agreement, which City reasonably determines is material.

1973 City shall provide Contractor written notice of default within seven (7) calendar days of City's first
 1974 knowledge of the Contractor's default.

1975 **10.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF** 1976 **DEFAULT**

1977 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to
 1978 cure any default which, in City Contract Manager's sole opinion, creates a potential public health and
 1979 safety threat.

1980 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to
 1981 cure any default arising under subsections C, E, F, I, J, and K in Section 10.1. However, City shall not be
 1982 obligated to provide Contractor with a notice and cure opportunity if Contractor has committed the same
 1983 or similar breach/default within a twenty-four (24) month period.

1984 Contractor shall be given thirty (30) calendar days from written notification by City Contract Manager to
 1985 cure any other default (which is not required to be cured within ten (10) Business Days). Furthermore, if
 1986 Contractor cannot reasonably cure a default within the applicable period described in this section, except
 1987 for defaults that create a potential health and safety threat, and Contractor promptly commences the
 1988 cure or remedy within the initial cure period and thereafter diligently pursues the cure or remedy to
 1989 completion, Contractor shall not be in default of this Agreement. However, City shall not be obligated to
 1990 provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar
 1991 breach/default within a twenty-four (24) month period.

1992 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

1993 Upon Contractor's default, City has the following remedies in the event of Contractor default:

1994 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement
 1995 to cure a default event if City determines that such waiver would be in the best interest of the
 1996 City. City's waiver of an event of default is not a waiver of future events of default that may have
 1997 the same or similar conditions.

1998 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its
 1999 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such
 2000 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2001 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific
 2002 performance standards pursuant to Section 10.6 and Exhibit F.

2003 **D. Termination.** The City Contract Manager may, in their sole discretion, set a public hearing for the

2004 City Council to determine whether to terminate this Agreement. Subject to Contractor's right to
 2005 cure as described in Section 10.2, such termination hearing must be set if a default remains
 2006 uncured thirty (30) calendar days after receipt of written notice of default from the City. Such
 2007 termination hearing must also be set if a Contractor's default is not cured within ten (10) calendar
 2008 days and the default:

- 2009 1. Creates a potential public health and safety threat; or
- 2010 2. Arises under Section 10.1.C, E, F, I, J, or K.

2011 If City terminates this Agreement based on the adopted findings of the termination hearing, City
 2012 Contract Manager shall first provide written notice to Contractor twenty (20) calendar days before
 2013 the date of termination. Contractor shall thereafter be relieved on a going-forward basis of all
 2014 liabilities and obligations required by this Agreement, except for Section 9.1 and any other
 2015 provisions specifically identified to survive termination of this Agreement. Upon expiration of the
 2016 twenty (20) day notice, City may, in its sole discretion:

- 2017 1. Directly undertake performance of the services; or
- 2018 2. Arrange with other Persons to perform the services with or without a written
2019 agreement; or
- 2020 3. Permit Contractor to continue operating under this Agreement including
2021 Contractor's Compensation until such time that City is able to find substitute
2022 services.

2023 This right of termination is in addition to any other rights upon a failure of Contractor to perform
 2024 its obligations under this Agreement.

2025 Contractor shall not be entitled to any further revenues from Collection operations authorized
 2026 hereunder from and after the date of termination.

2027 **E. Other Available Remedies.** City's election of one (1) or more remedies described herein shall not
 2028 limit City from any and all other remedies at law and in equity including injunctive relief, etc.

2029 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

2030 In the event of termination for an event of default, Contractor shall furnish City Contract Manager with
 2031 immediate access to all of its business records, including without limitation, Proprietary Contractor
 2032 computer systems, related to its Customers, Collection routes, and billing of accounts for Collection
 2033 services.

2034 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

2035 City's rights to terminate the Agreement under Section 10.2 and to take possession of Contractor's records
 2036 under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the imposition of
 2037 Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition
 2038 to any and all other legal and equitable rights and remedies which City may have.

2039 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the
 2040 lead time required to effect alternative service; and, the rights granted by City to Contractor, the remedy
 2041 of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief

(including but not limited to specific performance).

10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. General. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, City Contract Manager shall give Contractor notice of City's intention to do so. The notice will include a brief description of the incident(s) and non-performance. City Contract Manager may review (and make copies at City's own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. City Contract Manager may, within ten (10) Business Days after issuing the notice, request a meeting with Contractor. City Contract Manager may present evidence of non-performance in writing and through testimony of City's employees and others relevant to the incident(s) and nonperformance. City Contract Manager will provide Contractor with a written explanation of

their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6.

C. Amount. City Contract Manager may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F subject to annual adjustment described below.

D. Timing of Payment. Contractor shall pay any Liquidated Damages assessed by City Contract Manager within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, City Contract Manager may proceed against the performance bond required by the Agreement, order the termination (subject to the provisions of Section 10.2) of the rights granted by this Agreement, or all of the above.

10.7 EXCUSE FROM PERFORMANCE

The Parties understand and agree herein that the services provided under this Agreement are critical to the protection of public health and safety and that Contractor is expected to perform these services despite the occurrence of events that may otherwise give rise to Force Majeure conditions. The Parties herein agree that the obligations for excuse from performance under this Agreement should and do have a higher standard than the general law understanding of Force Majeure. In particular, a Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any domestic government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. However, performance shall only be excused if the Party requesting relief from performance can specifically demonstrate that the performance of a specific obligation is impossible and shall only be excused from those requirements which are demonstrated to be impossible. All other performance obligations that remain possible, shall be required to continue.

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or its selected facilities is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such event.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of five (5) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 10.4 shall apply.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

Contractor has agreed to guaranty Contractor's performance of this Agreement. The Guaranty is being provided concurrently with Contractor's execution of this Agreement and shall run for the Term of the Agreement and any options.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 10.1.

Contractor agrees that if it fails to begin Collection services on or before August 1, 2025, and said failure to begin Collection service on time is not due to any default by City or is not excused under Section 10.7, then Contractor shall pay City (or City may deduct from Contractor's payments) damages of \$2,000.00 per calendar day until the service is started or this Agreement is terminated for default.

City's Right to Perform Service

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, or Process any or all Recyclable Materials and/or Organic Materials which it is required by this Agreement to Collect at the time and in the manner provided in this Agreement, for a period of more than five (5) consecutive Working Days, and if, as a result thereof, Recyclable Materials and/or Organic Materials should accumulate in the City to such an extent, in such a manner, or for such a time that City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon one (1) Working Day's, prior written notice to Contractor during the period of such emergency as determined by City Manager, (1) to perform, or cause to be performed, such services itself with its own, the Contractor's, or other personnel without liability to Contractor; and/or (2) to take possession of any or all of Contractor's land, equipment and other property used by Contractor under this Agreement in the Collection and Processing of Recyclable Materials and Organic Materials, and to use such property to Collect and Process any Recyclable Materials and/or Organic Materials generated within the City which Contractor would otherwise be obligated to Collect and Process pursuant to this Agreement.

Notice of Contractor's failure, refusal or neglect to Collect and Process Recyclable Materials and/or Organic Materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one (1) Working Day of the oral notification.

2166 Contractor further agrees that in such event:

2167 A. It will take direction from City to affect the transfer of possession of property to City for City's use.

2168 B. It will, if City so requests, keep in good repair and condition all of such property, provide all motor
2169 vehicles with fuel, oil and other service, and provide such other service as may be necessary to
2170 maintain said property in operational condition.

2171 C. City may immediately engage all or any personnel necessary or useful for the Collection and
2172 Processing of Recyclable Materials and Organic Materials, including, if City so desires, employees
2173 previously or then employed by Contractor, Contractor's further agrees, if City so requests, to
2174 furnish City the services of any or all management or office personnel employed by Contractor
2175 whose services are necessary or useful for Recyclable Materials and Organic Materials Collection
2176 and Processing operations and for the billing and Collection of fees for these services.

2177 City agrees that it assumes complete responsibility for the proper and normal use of such equipment and
2178 facilities while in its possession.

2179 If the interruption or discontinuance in service is caused by any of the reasons listed in Section 10.7 (i.e.,
2180 Contractor's failure to perform is excused), City shall pay to Contractor the reasonable rental value less
2181 the cost of maintenance and repair of the equipment and facilities, possession of which is taken by City,
2182 for the period of City's possession, if any, which extends beyond the period of time for which Contractor
2183 has rendered bills in advance of service, for the class of service involved.

2184 Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this
2185 Article 10; (1) does not constitute a taking of private property for which compensation must be paid; (2)
2186 will not create any liability on the part of City to Contractor; and (3) does not exempt Contractor from the
2187 indemnity provisions of Article 9, which are meant to extend to circumstances arising under this Section,
2188 provided that Contractor is not required to indemnify City against claims and damages arising from the
2189 sole negligence of City, its officers, employees and agents in the operation of Collection vehicles during
2190 the time City has taken possession of such vehicles.

2191 In the event of dispute between the City Contract Manager and the Contractor regarding the
2192 interpretation of or the performance of services under this Agreement which results in a material impact
2193 to the Contractor's revenue and/or cost of operations, the provisions of this Section 10.9 shall apply.

2194 A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this
2195 Agreement which results in a material impact to the Contractor's revenue and/or cost of
2196 operations, the City and Contractor agree that they promptly will meet and confer to attempt to
2197 resolve the matter between themselves.

2198 B. **Mediation.** If disputes which arise under this Agreement cannot be resolved satisfactorily
2199 between the Parties in accordance with Section 10.9, the City and Contractor agree that such
2200 disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon
2201 independent third party.

2202 C. **Period of Time.** Insofar as allowed by Applicable Law, the period otherwise applicable for filing
2203 claims against the City under Applicable Law shall be tolled during the period of time for which
2204 meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and

2205 10.9.B.

2206 **D. Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s)
2207 pursuant to Sections 10.9.A, 10.9.B, and 10.9.C have failed and any necessary claim(s) have been
2208 denied.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2212 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this
2213 Article.

2214 **11.1 CONTRACTOR'S CORPORATE STATUS**

2215 Contractor is a corporation duly organized, validly existing and in good standing under the laws of the
2216 State. It is qualified to transact business in the State and has the power to own its properties and to carry
2217 on its business as now owned and operated and as required by this Agreement.

2218 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2219 Contractor has the authority to enter this Agreement and perform its obligations under this Agreement.
2220 The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by
2221 law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.
2222 The Person signing this Agreement on behalf of Contractor represents and warrants that they have
2223 authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

2224 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2225 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery
2226 of this Agreement or the performance by either Party of their obligations hereunder does not conflict
2227 with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment,
2228 order, or decree of any court, administrative agency or other governmental authority, or any agreement
2229 or instrument to which Contractor or City is a party or by which Contractor or any of its properties or
2230 assets are bound, or constitutes a default hereunder.

2231 **11.4 NO LITIGATION**

2232 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,
2233 proceeding or investigation, at law or in equity, before or by any court or governmental authority,
2234 commission, board, agency or instrumentality decided, pending or threatened against either Party
2235 wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- 2236 A. Materially adversely affect the performance by Party of its obligations hereunder;
- 2237 B. Adversely affect the validity or enforceability of this Agreement; or,
- 2238 C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity

2239 guaranteeing Contractor's performance under this Agreement.

2240 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2241 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial
2242 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2243 **11.6 NO LEGAL PROHIBITION**

2244 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect
2245 on the date that Party signed this Agreement that would prohibit the performance of either their
2246 obligations under this Agreement and the transactions contemplated hereby.

2247 **11.7 CONTRACTOR'S ABILITY TO PERFORM**

2248 Contractor possesses the business, professional, and technical expertise to perform all services,
2249 obligations, and duties as described in and required by this Agreement including all Exhibits thereto.
2250 Contractor possesses the ability to secure equipment, facility, and employee resources required to
2251 perform its obligations under this Agreement.

2252 **ARTICLE 12.**

2253 **OTHER AGREEMENTS OF THE PARTIES**

2254 **12.1 RELATIONSHIP OF PARTIES**

2255 The Parties intend that Contractor shall perform the services required by this Agreement as an
2256 independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner
2257 or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed
2258 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and
2259 means of performing services under this Agreement, except as expressly provided herein. Contractor shall
2260 be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents.
2261 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to
2262 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City
2263 employees by virtue of their employment with City.

2264 **12.2 COMPLIANCE WITH LAW**

2265 Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the
2266 United States, the State, County, and City and with all applicable regulations promulgated by Federal,
2267 State, regional or local administrative and regulatory agencies, now in force and as they may be enacted,
2268 issued or amended during the Term.

2269 **12.3 GOVERNING LAW**

2270 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the
2271 State.

2272 **12.4 JURISDICTION**

2273 Any lawsuits, at law or in equity, between the Parties arising out of this Agreement shall be filed in a court
2274 of competent jurisdiction in the County. With respect to venue, the Parties agree that this Agreement is
2275 made in and will be performed in the County. The Parties waive all provisions of law providing for a change
2276 of venue in these proceedings to any other county.

2277 **12.5 BINDING ON SUCCESSORS**

2278 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and
2279 permitted assigns of the Parties.

2280 **12.6 ASSIGNMENT**

2281 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement
2282 to any other Person without the prior written consent of the other Party. Any such assignment made
2283 without the consent of the other Party shall be void and the attempted assignment shall constitute a
2284 material breach of this Agreement.

2285 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other
2286 transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service
2287 under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten percent (10%) or more
2288 of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than
2289 a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his
2290 family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer
2291 of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of
2292 shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to
2293 another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization,
2294 stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other
2295 transaction to which Contractor or any of its shareholders is a party which results in a change of ownership
2296 or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate
2297 stock of Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility,
2298 Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any
2299 combination of the foregoing (whether or not in related or contemporaneous transactions) which has the
2300 effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of
2301 Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed
2302 transferee(s) or other successor(s) in interest pursuant to the assignment.

2303 Notwithstanding any of the foregoing, Contractor may assign this Agreement without City's consent to
2304 another wholly owned subsidiary of [Contractor name], provided that the transferee subsidiary receives
2305 substantially all the assets, management, and personnel of Contractor and such assignment is not part of
2306 a planned merger with or conveyance to a party that is not a wholly owned subsidiary of [Contractor
2307 name].

2308 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and
2309 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)
2310 Contractor's experience, skill, and reputation for conducting its Recyclable Materials and Organic
2311 Materials management operations in a safe, effective, and responsible fashion, at all times in keeping with
2312 applicable waste management laws, regulations, and good waste management practices; and, (ii)

2313 Contractor's financial resources on a local, regional, and/or corporate level to maintain the required
 2314 equipment and to support its indemnity obligations to City under this Agreement. City has relied on each
 2315 of these factors, among others, in choosing Contractor to perform the services to be rendered by
 2316 Contractor under this Agreement.

2317 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve
 2318 such request in its sole discretion at a regularly scheduled meeting of the City Council. No request by
 2319 Contractor for consent to an assignment need be considered by City unless and until Contractor has met
 2320 requirements A – E below. The City may, in its sole discretion, waive one (1) or more of the following
 2321 requirements:

2322 A. On the date the Contractor submits a written request for City's written consent of an assignment,
 2323 Contractor shall pay the City a Transfer fee in the amount of one percent (1%) of the Gross
 2324 Receipts for the most-recently completed Rate Period.

2325 B. Contractor shall pay City its actual expenses for attorneys', consultants', accountants' fees, staff
 2326 time, and investigation costs necessary to investigate the suitability of any proposed assignee,
 2327 and to review and finalize any document required as a condition for approving any such
 2328 assignment. Such payment shall be required regardless of the ultimate determination of the City
 2329 regarding the approval or denial of the assignment. Upon submittal of Contractor's request for
 2330 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars
 2331 (\$100,000) for this purpose.

2332 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's
 2333 operations for the immediately preceding three (3) operating years.

2334 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten
 2335 (10) years of Recyclable Materials and Organic Materials management experience on a scale equal
 2336 to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that
 2337 in the last five (5) years, the proposed assignee has not suffered any citations or other censure
 2338 from any Federal, State or local contractor having jurisdiction over its waste management
 2339 operations due to any significant failure to comply with State, Federal or local waste management
 2340 laws and that the assignee has provided City with a complete list of such citations and censures;
 2341 (iii) that the proposed assignee has at all times conducted its operations in an environmentally
 2342 safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and
 2343 management practices in accordance with sound waste management practices in full compliance
 2344 with all Federal, State, and local laws regulating the Collection, Transportation, Processing and
 2345 Disposal of Recyclable Materials and Organic Materials; and, (v) that any other information
 2346 required by City demonstrates that the proposed assignee can fulfill the terms of this Agreement
 2347 in a timely, safe and effective manner.

2348 E. Contractor shall provide the City with any and all additional records or documentation which, in
 2349 the City Contract Manager's sole determination, would facilitate City's review of the proposed
 2350 assignment.

2351 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at
 2352 any time during the period of consideration. If, in City Contract Manager's sole determination, there is
 2353 any doubt regarding the compliance of the Contractor with the Agreement, City Contract Manager may
 2354 require an audit of the Contractor's compliance and the costs of such audit shall be paid by Contractor in

2355 advance of the performance of said audit.

2356 **12.7 NO THIRD-PARTY BENEFICIARIES**

2357 This Agreement is not intended to, and will not be construed to, create any right on the part of any third
2358 party to bring an action to enforce any of its terms.

2359 **12.8 WAIVER**

2360 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be
2361 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of
2362 violation of the same or any other provision. The subsequent acceptance by either Party of any monies
2363 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
2364 or violation by the other Party of any provision of this Agreement.

2365 **12.9 NOTICE PROCEDURES**

2366 All notices, demands, requests, proposals, approvals, consents, and other communications, which this
2367 Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally
2368 delivered to a representative of the Parties at the address below or deposited in the United States mail,
2369 first class postage prepaid, addressed as follows:

2370 If to City:

2371 City of Clovis
2372 Attn: Public Utilities Director
2373 155 N Sunnyside Ave.
2374 Clovis Ca 93611City, State Zip Code
2375

2376 City of Clovis
2377 Attn: City Manager
2378 1033 Fifth St. Street Address
2379 Clovis ca 93612City, State Zip Code
2380

2381 City of Clovis
2382 Attn:
2383 Street Address
2384 City, State Zip Code
2385

2386 With a copy to:

2387 City of Clovis
2388 Attn:
2389 Street Address
2390 City, State Zip Code
2391

2392 If to Contractor:

2393 [Contractor's Point of Contact]
2394 [Contractor Name]

2395 [Street Address]
 2396 [City, State Zip code]
 2397 [Telephone number]
 2398

2399 With a copy to:

2400 [Contractor's General Counsel's Office]
 2401 [Contractor's Attorney]
 2402 [Street Address]
 2403 [City, State Zip code]
 2404

2405 The address to which communications may be delivered may be changed from time to time by a notice
 2406 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered
 2407 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to
 2408 provide email notification to the other Party that notice has been deposited in the mail, however such
 2409 email notification shall not constitute official notice.

2410 **12.10 REPRESENTATIVES OF THE PARTIES**

2411 References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken
 2412 by City except as otherwise provided in this Section 12.10. Each reference to an act performed by, or
 2413 obligation of "City Contract Manager" in this Agreement is itself a delegation of authority from the City.
 2414 City may delegate, in writing, further authority to the City Contract Manager and/or to other City officials
 2415 and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate
 2416 officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the
 2417 authority properly delegated to them.

2418 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as
 2419 the representative of the Contractor in all matters related to the Agreement and shall inform City in
 2420 writing of such designation and of any limitations upon their authority to bind the Contractor. City may
 2421 rely upon action taken by such designated representative as actions of the Contractor unless they are
 2422 outside the scope of the authority delegated to them by the Contractor as communicated to City.

2423 **ARTICLE 13.** 2424 **MISCELLANEOUS AGREEMENTS**

2425 **13.1 ENTIRE AGREEMENT**

2426 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof
 2427 and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party
 2428 has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be
 2429 construed against any Party on the basis of drafting. This Agreement may be amended only by an
 2430 agreement in writing, signed by each of the Parties hereto.

2431 **13.2 SECTION HEADINGS**

2432 The article headings and section headings in this Agreement are for convenience of reference only and
 2433 are not intended to be used in the construction of this Agreement nor to alter or affect any of its

2434 provisions.

2435 **13.3 REFERENCES TO LAWS**

2436 All references in this Agreement to laws and regulations shall be understood to include such laws as they
2437 may be subsequently amended or recodified, unless otherwise specifically provided herein.

2438 **13.4 AMENDMENTS**

2439 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

2440 **13.5 SEVERABILITY**

2441 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,
2442 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this
2443 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained
2444 herein.

2445 **13.6 COUNTERPARTS**

2446 This Agreement may be executed in counterparts, each of which shall be considered an original.

2447 **13.7 EXHIBITS**

2448 Each of the Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and
2449 made a part hereof by this reference. Except as described in Article 8 related to Exhibit G, in the event of
2450 a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement
2451 shall control. In the event of a conflict between Exhibit G1 or G6, and any other Exhibit(s), such other
2452 Exhibit(s) shall control.

2453 IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in City of Clovis, California on the
 2454 day and year first above written.

City of Clovis
 A Municipal Corporation "CITY"

 [Mayor's Name]
 Mayor

 [City Manager's Name] Date
 City Manager

**The Foregoing Agreement Has been
 Reviewed and Approval Is Recommended:**

 [Public Utilities Director]

APPROVED AS TO FORM:

 [City Attorney's name] Date
 City Attorney

ATTEST:

 [City Clerk's Name] Date
 City Clerk

"CONTRACTOR"

 Signature Date

 Print Name of Signatory

 Title of Signatory

 Signature Date

 Print Name of Signatory

 Title of Signatory

 _ City _ Business License #

 Resolution Number XXXX-XXX

 Approved by City Council

2455

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:

“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 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.

“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 any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; and/or Designated Transfer Facility.

“Approved Processing Facility(ies)” means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Transfer Facility.

“Approved Organic Materials Processing Facility” {Note to proposers: to be updated based on selected facilities} means [Facility Name] at [Complete Address] which is owned and operated by_____.

“Approved Recyclable Materials Processing Facility” {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by_____.

“Approved Transfer Facility” {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by_____.

EXHIBIT A DEFINITIONS

“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 or rear end-loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.

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

“California Code of Regulations (CCR)” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“CalRecycle” means California's Department of Resources Recycling and Recovery.

“Cardboard” means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) 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. A Cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

“City” means the City of Clovis, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

“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 Council” means the duly elected representative council, or its successor municipal governing body, of the City.

“City Contract Manager” means City delegate who is responsible for the administrative management of this Agreement, or their designee.

EXHIBIT A DEFINITIONS

“City Manager” means the City Manager or designee with the authority to carry out the City’s responsibilities under this Agreement.

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

“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.

“Commercial Edible Food Generator” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability.

“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 include two (2) to six (6) 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.

“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; (2) a violation by Contractor of this Agreement; or, (3) an SB 1383 Non-Compliance Complaint.

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

EXHIBIT A DEFINITIONS

“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. C&D 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, and Drop Boxes.

“Contractor” means _____ 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.

“Contractor’s Government Liaison” means the individual authorized by Contractor as described by Section 5.7.E.

“Contractor’s Proposal” means the proposal submitted to City by Contractor on _[Insert Date when submittal date is finalized] for provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

“Contractor’s Service Liaison” means the individual authorized by Contractor as described by Section 5.7.E.

“County” means the County of Fresno, a political subdivision of the State of California.

“Courtesy Pick-Up Notice” means the Contractor’s notice to Customer(s) as described in Section 4.11.1.C and 4.12.C.

“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 Account Information Database” means the Customer Account Information Database as identified in Section 4.7 that shall be developed, maintained, and monitored in accordance with the requirements of this Agreement.

EXHIBIT A DEFINITIONS

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

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

“Diversion Coordinator” means the individual authorized by Contractor as described by Section 5.7.E.

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

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

“Drop Box” 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.

“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, 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

EXHIBIT A DEFINITIONS

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

“Electronic Waste” or “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.

“Extended Producer Responsibility Program” or “EPR Program” means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer’s, distributor’s, or retailer’s administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product’s life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization or Stewardship Organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the program.

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

“Flow Control” means City right to direct Discarded Materials to a facility of the City’s choosing.

“Food Recovery” means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“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.

EXHIBIT A DEFINITIONS

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) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

“Food-Soiled Paper” means Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” (Note to Proposers: Definition to be updated based on acceptance of Compostable Plastics) means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Organic Materials.

“Full Regulatory Compliance” means compliance with all applicable permits for any facility utilized by Contractor, such that the Contractor will at all time maintain the ability to fully comply with its obligations under this Agreement.

“Generator” means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to 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. Gross Receipts do not include revenues from the sale of Recyclable Materials.

“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

EXHIBIT A DEFINITIONS

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.

“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 and Filters, , batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets. Household Hazardous Waste is a subset of Hazardous Waste.

“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.

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

“Missed Collection Rebate” means the rebate payment to be provided by Contractor to a Customer in accordance with Section 5.13 for failure to Collect materials from a Customer Premises.

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
 - A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a jurisdiction's annual Organic Waste product procurement target;

EXHIBIT A DEFINITIONS

A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,

A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

“Multi-Family” or “MFD” means any Residential Premises, other than a Single-Family Premises, with five (5) 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 five (5) or more Dwelling Units who receive individual service and are billed separately shall not be considered Multi-Family. Hotels and motels are not considered Multi-Family.

“Non-Collection Notice” means the notice as described in Section 4.11.1.D.

“Occupant” means the Person who occupies a Premises.

“Organic Materials” means Yard Trimmings and Food Waste, individually or collectively. No Discarded Materials shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Solid Waste. Organic Materials are a subset of Organic Waste.

“Organic Waste” means wastes 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 in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Overage” means (i) Recyclable Materials or Organic Materials exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Recyclable Materials or Organic Materials placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

“Owner” means the Person responsible for payment for Solid Waste services to the City at the Premises to which Recyclable Materials and Organic Materials Collection service is to be provided under this Agreement.

“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.

EXHIBIT A DEFINITIONS

“Processing” or “Process” means to prepare, treat, Recycle, or convert through some special method.

“Processing Facility” means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable 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 the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City’s Collection program; and, (iii) Excluded Waste placed in any Container.

“Proprietary Information” or “Proprietary” means that information provided by Contractor to the City which is protected from disclosure by the California Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the City in any report described in this Agreement. Contractor’s Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the City may protect such information from disclosure consistent with the provisions of the Public Records Act.

“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.

“Public Utilities Director” means the Public Utilities Director or designee with the authority to carry out the City’s responsibilities under this Agreement.

“Rate” means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor or City may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period Zero and Rate Period One are presented in Exhibit G. 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.

“Rate Period” means a twelve (12) month period, commencing August 1 and concluding July 31.

“Recyclable Materials” means those Discarded Materials that: the Generators set out in Recyclable materials 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, gable-top beverage containers, cereal, and other similar food boxes yet

EXHIBIT A DEFINITIONS

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 and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (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 when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.

“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. Recycling includes processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Related-Party Entity” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interests or common management shall be deemed to be affiliated with Contractor and included within the term “Related-Party Entity” as used herein. A Related-Party Entity shall include a business in which Contractor Owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Related-Party Entities shall be limited to those businesses which are directly or indirectly involved in the provision of service under this Agreement.

“Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.

“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.

EXHIBIT A DEFINITIONS

“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 54” means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor of the State of California on June 30, 2022, which amended Section 41821.5 of the California Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implementing regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a State-wide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” or “Self-Haul” means a Person who hauls Discarded Materials, recovered material, or any other material, that such Person generates at their own Premises, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste from Premises they own and operate, as defined in 14 CCR Section 18982(a)(66)(A).

“Service Level” refers to the size of a Customer’s Container and the frequency of Collection service.

“Service Opportunity” shall mean each individual scheduled opportunity the Contractor has to 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 Type” refers separately to the following types of Recyclable Materials and Organic Materials Collection services for each of the following Customer Types: Single-Family Dwelling Unit, Multi-Family Dwelling Unit, Commercial, and City Facilities.

“Sharps Waste” means waste generated by a household that includes a hypodermic needle, syringe, or lancet as defined in State Health and Safety Code (H & S Code) Sections 40190.5 and 117671.

EXHIBIT A DEFINITIONS

“Single-Family” or “SFD” 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, tri-plex, or four-plex Residential structures, 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 Separated” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

“State” means the State of California.

“Stewardship Organization” means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, the County, or the Authority, to manage, coordinate, fund, or otherwise oversee one or more Extended Producer Responsibility Programs, and that is selected by the Authority. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated or approved by the Executive Director, at their sole discretion.

“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.

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

“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.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

EXHIBIT A DEFINITIONS

- 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 two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
- B. Hotel with an on-site food facility and two hundred (200) or more rooms.
- C. Health facility with an on-site food facility and one hundred (100) or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (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.

“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, as determined in writing by the City Contract Manager.

“Trade Secrets” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“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.

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

EXHIBIT A DEFINITIONS

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

“Used Motor Oil and Filters” means used oil fluids for vehicles including motor oil, brake, transmission and hydraulic fluids, crankcase and differential oils, lubricating oils for vehicles, and oil filters from automobiles and light trucks.

“Used Oil Recovery Kit” means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof, watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) six (6) mil plastic Disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the City intended to educate Customers about the Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Motor Oil and Filter, and used cooking oil from Single-Family and Townhouse residents.

“Working Days” means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

“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 six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

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: RESIDENTIAL SERVICE

EXHIBIT B1 RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in City-provided Containers one (1) time per week from Residential Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Carts,
Container Sizes:	96-gallon Carts, (or comparable sizes approved by the City). 96-Gallon Carts shall be the default Container provided.
Service Frequency:	Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Organic Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection. Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).
Service Location:	Curbside or other Customer-selected service location at a Multi-Family Premises
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Residential Customers receiving individual Collection service per Dwelling Unit shall receive one (1) Recyclable Materials Cart standard and may request additional Recyclable Materials Carts at an additional charge. Residential Customers receiving shared/centralized Collection service shall receive services as requested by property managers or Owners.
Other Requirements:	Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in City-provided Carts one (1) time per week from Residential Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

Containers:	Carts, Bins
Container Sizes:	48- or 96-gallon Carts, (or comparable size approved by the City). Upon Customer request. Standard Organic Materials Container size is 96-gallon for Customers receiving individual Collection per Dwelling Unit. 48-gallon service may be made available

EXHIBIT B1

RESIDENTIAL SERVICES

for Customers with space constraints in Planned Unit Developments Homeowners Associations, Condos, and Townhouses, upon Customer request.

Service Frequency: Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection.

Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).

Service Location: Curbside or other Customer-selected service location at a Multi-Family Premises

Acceptable Materials: Organic Materials (including Yard Trimmings and Food Waste)

Prohibited Materials: Recyclable Materials, Solid Waste, Excluded Waste

3. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Filters placed in Curbside from all Residential Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement.

Containers: Used Oil Recovery Kit

Container Sizes: 2.5-gallon filter bags; and, 2.5-gallon oil jugs

Service Frequency: Up to one (1) time per week on the same day as Recyclable Materials Collection service.

Service Location: Curbside (adjacent to Recyclable Materials Cart)

Acceptable Materials: Used Motor Oil and Filters,

Prohibited Materials: Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste

Additional Service: Not applicable

Other Requirements: Contractor shall provide a Used Oil Recovery Kit to a Customer within three (3) Working Days of Customer request, at no additional cost to Customer. Upon Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclable Materials Cart. Contractor shall Recycle the Used Motor Oil and Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil and 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.

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

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

Contractor may refuse to Collect Used Motor Oil and Filter if it is not contained in an approved Used Oil Recovery Kit, provided that Contractor leaves a Non-

EXHIBIT B1

RESIDENTIAL SERVICES

Collection Notice which explains the reason for Non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused Used Motor Oil and Filter set-out. Contractor may refuse to Collect a Used Motor Oil Recovery Kit which contains liquid other than Used Motor Oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for Non-Collection.

4. Holiday Tree Collection

Annually, commencing December 26 and for fourteen (14) Working Days, the Contractor shall Collect holiday trees from all Residential Customers. Customers are required to place the holiday trees Curbside on the Customer's regularly scheduled Collection day. Holiday trees must be removed from stands and be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Contractor shall affix a Non-Collection Notice to any non-Collected holiday 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 holiday tree that has been corrected and set out. Contractor shall deliver all Collected holiday trees to the Approved Organic Materials Processing Facility for Processing.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer.

5. Sharps Waste Program

Contractor shall provide Residential Customers with a Sharps Waste home delivery program, upon request. Contractor shall arrange for delivery of an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart (or larger), postage paid, container approved by the United States Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/ mailing kit per calendar year at no charge. Additional Sharps Waste containers/ mailing kits will be available for a fee of no more than \$____ per quart container or \$____ per gallon container by Contractor.

6. Battery and Cellphone Collection

Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Bat Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Bat Buckets within the Multi-Family complex,

EXHIBIT B1 RESIDENTIAL SERVICES

and will provide educational information and additional Bat Buckets within five (5) Working Days of a property manager or Owner's request.

EXHIBIT B2 MULTI-FAMILY RESIDENTIAL SERVICES

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EXHIBIT B2: COMMERCIAL SERVICES

EXHIBIT B2 COMMERCIAL SERVICES

1. Recyclable Materials Collection

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

- Containers:** Carts and Bins
- Container Sizes:** 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
- 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 twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. 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 each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Organic Materials Containers, unless that Commercial Customer is exempted from Recyclable Materials services by the City, or has demonstrated to the City that it is Diverting Recyclable Materials through subscription with another City-approved hauler, or other City-approved method.

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 twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection

EXHIBIT B2

COMMERCIAL SERVICES

Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

2. Organic Materials Collection

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

Containers:	Carts and Bins
Container Sizes:	48- or 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
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 twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
Acceptable Materials:	Organic Materials (including Yard Trimmings and Food Scraps)
Prohibited Materials:	Recyclable Materials, Solid Waste, Excluded Waste
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. 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 each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Recyclable Materials Containers, unless that Commercial Customer is exempted from Organic Materials services by the City, or has demonstrated to the City that it is Diverting Organic Materials through subscription with another City-approved hauler, or other City-approved method.

{Note to proposers: the use of plastic/Compostable Plastic bags is to be updated based on proposals provided }

Commercial Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as "Compostable" by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Section 4.2.C and Exhibit D of this Agreement.

EXHIBIT B2

COMMERCIAL SERVICES

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 charges may apply in accordance with Exhibit G3). A push/pull of Containers up to twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

3. Multi-Family Kitchen Pails

4. Container Cleaning or Exchange

{Note to proposers: this program is currently optional and may be implemented at City Council request}

Contractor shall implement a program to provide Commercial Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year). 7. Alternative Service Location for Disabled Residential Customers

Contractor shall provide rollout service to Persons that 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 (including Townhouse Premises) to receive Collection services at a location other than Curbside at no extra charge to the Customer. City shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable and inform Contractor. Contractor shall provide the roll out service. at no additional cost.

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EXHIBIT B4: CITY SERVICES

EXHIBIT B4 CITY SERVICES

1. Commercial Customer Services to City Facilities

Contractor shall Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers, and shall provide designated personnel in accordance with Section 5.7 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 periodic Drop Box Collection service. 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 Drop Boxes within twenty-four (24) hour of City request.

2. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing, and Disposal) at the request of the City Contract Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City Contract Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates approved under this Agreement. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

4. Provision of Compost and Mulch Products

A. Compost Give-Away Event. Contractor shall deliver Compost to City residents at no additional cost to the City or Customers at one (1) public Compost give-away event per Agreement year. Customers shall be entitled to up to three (3) cubic yards of Compost products in Customer-provided containers. The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Contract Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the Compost to the agreed-upon event location at no cost to City. Contractor shall provide at least one (1) attendant for at least six (6) hours per event. Any Compost given away to the community through this program shall count towards the Contractor's obligations to provide the City with the amount of Organic Waste products required under SB 1383.

B. SB 1383 Procurement. Contractor agrees that all Compost, Mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type.

EXHIBIT B4 CITY SERVICES

5. News Media Relations.

Contractor shall notify the City Contract Manager by e-mail of all requests for news media interviews related to the Collection services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Contract Manager.

Copies of draft news releases or proposed articles related to the provision of Collection services under this Agreement shall be submitted to City for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Business Days after publication.

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

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

1. City Facilities

Contractor will Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all City facilities, present and future, at no additional cost to the City. Contractor shall provide special event services pursuant to Section 4.5 of the Agreement.

In addition to regular scheduled Collection services, Contractor shall provide, upon request, temporary Drop Box services to all City facilities at no additional cost to the City. Contractor shall deliver Source Separated Recyclable Materials and Organic Materials Collected from City facilities, parks, and clean-up operations in Drop Boxes to the Approved Transfer Facility for Transfer to the Approved Processing Facility.

Figure 1: Current City Facility List

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Civic Center	1033 Fifth	1 - 3yd	Weekly		
Engineering Annex	1033 Fifth	2 - 3yd	Weekly		
Clovis Regional Library	1155 Fifth	1 - 2yd	Weekly		
Police Department	1233 Fifth	1 - 4yd	Weekly		
Villa Corp Yard	155 N Sunnyside	1 - 3yd	Weekly	1 - 1yd	Weekly
Senior Citizens Building (Former)	850 Fourth	1 - 3yd	Weekly	1 - 1yd	Weekly
Fire Station 1	633 Pollasky	1 - 3yd	Weekly		
Fire Station 2	2300 Minnewawa	1 - 1yd	2x per week		
Fire Station 3	555 N Villa	1 - 0.48yd	Weekly		
Fire Station 4	2427 Armstrong			2 - 96gal	Weekly
Fire Station 5	790 Temperance				
Fire Station 6	2388 Encino	2 - 96gal	Weekly		
Fire Logistics	650 Fowler				

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Fire Training	3300 Lind				
Surface Water Treatment Plant	800 Leonard			1 - 4yd	Weekly
Senior Center (New)	735 Third			1 - 1yd 2x/week	2x per week
Recreation	3495 Clovis				
Miss Winkles Pet Adoption Center	85 N Temperance	1 - 3yd	Weekly		
Gettysburg Park	2995 Burl Ave	1 - 3yd	Weekly		
Village Green Park	2610 Encino	1 - 1yd	Weekly		
Pasa Tiempo Park	3355 Barstow				
San Gabriel Park	730 W San Gabriel				
Treasure Ingmire Park	36 N Clovis	1 - 1.5yd	Weekly		
Letterman Park (Skate Park)	912 Villa				
Horse Stalls	905 Villa				
Villa Corp Yard	908 Villa				
Clovis Water Tower (Parking Lot)	754 Fifth St				
Bicenntenial Park	10 N Sunnyside	6 - 2yd	Weekly		
Helm Ranch Park	91 W Ashlan				
Transit Hub	785 Third				
Menlo Building (ABOP)	79 N Sunnyside				
Rotary Park	Barstow/Villa				
Villa Offices/Buildings	868 Villa				

{Note to proposers: Current Service Levels are shown above. During the Term of the Agreement, all City facilities will have Recyclable Materials and Organic Materials Collection service.}

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

2. Special Events

Contractor shall provide Recyclable Materials and Organic Materials Collection service to up to twenty (20) events annually, upon City request. A sample of fifteen (15) anticipated special events are listed below, each with attendance in excess of 2,000 people per day.

Figure 2: Special Event List

EVENT	LOCATION	MONTH
CRAFT BEER CRAWL	Old Town	March
BIG HAT DAYS	Old Town	April
AMERICAN CROWN CIRCUS	Sierra Vista Mall	April (5-day Event)
WATER TOWER CAR SHOW	Old Town	April
CLOVIS RODEO	Clovis Rodeo Grounds	April (5-day Event)
RODEO PARADE	Old Town	April
FRIDAY FARMERS MARKET	Old Town	May – October (Every Friday)
OLD TOWN FLEA	Clovis Rodeo Grounds	May (2-Day Event)
O.T. MOTORAMA	Old Town	May
CIF TRACK & FIELD	Buchanan High School	May (2-Day Event)
GLORIOUS JUNK DAYS	Old Town	May & September
FREEDOM FEST	Old Town	July
CLOVIS FEST	Old Town	September (2-Day Event)
ONE ENCHANTED EVENING	Old Town	November
CHRISTMAS PARADE	Old Town	December

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EXHIBIT C: PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

1. General Administration

The City has placed 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:

- A. Prior to the Commencement Date and by June 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by the City and performed by Contractor under this Agreement. Each public education 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 distributed, 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 based on agreed-upon metrics for the impact of each plan and/or campaign (e.g. changes in Diversion, contamination, social media engagement rates, click-through rates, etc. resulting from the education and/or outreach efforts). 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.
- B. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Administrator shall meet up to one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, the Commencement Date of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement Date 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 distributed. For any public education materials not produced by the City, the Contractor shall submit all draft materials to City Contract Manager for review and approval.
- D. All City facilities shall receive any and all public education and outreach materials and services

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Contract Manager.

- E. Bill inserts shall be designed, produced, and printed by the Contractor; and the City shall be responsible for distributing the billing inserts to all Commercial Customers. Upon City request for billing inserts, Contractor shall comply with such request during the next billing cycle. Contractor shall perform this service with no additional requirement for compensation.
- F. Contractor shall develop 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. The Contractor's City specific website shall also include links to relevant web pages of the City's website where further information can be found.

2. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor shall provide at least o (1) full-time equivalent Diversion Coordinators to coordinate and implement all public education and outreach activities required by this Agreement. The Diversion Coordinators 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.

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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.
12. Create and distribute reports as required under this Agreement and/or requested by City 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. 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 develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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 Advertisement	Distribute a City-produced newspaper advertisement that explains all programs that will be offered under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Public Service Announcement (PSA)	Distribute a City-produced PSA for local radio and cable television broadcast describing the new programs under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Press Release	Distribute a City-produced press release to advertise and promote all programs, with particular focus on any new programs that will be offered to each sector (Single-Family, Multi-Family, Commercial, City facilities).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Truck-Side Advertising	Implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Campaign content and messaging shall be created by the City, and each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters produced by the City and distributed by Contractor. 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

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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
New Programs Mailing	Produce and Distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Contractor shall include its Holiday schedule and the Residential Recycling and expanded services guide.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Produce and Distribute a City-designed "Recycling guide" specific to Single-Family Customers. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B-1. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Affixed (inside plastic bag, zip-tied to handle) to every Single-Family and Townhouse Recyclable Materials Cart delivered prior to the Commencement Date, and thereafter to all new Customers. By direct mail annually thereafter to each Single-Family and Townhouse Customer
Neighborhood Group & HOA Visits	Upon City request, visit homeowner associations and other neighborhood groups and associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Quarterly Bill Insert	Produce and Distribute a City-designed quarterly bill inserts that creatively inform Residential Customers about such topics as availability of Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, other environmental conservation topics statistics, trends, and facts about programs performed under this Agreement (i.e., material Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into, and the importance of buying Recycled). Contractor's annual public education plan shall define a theme for each Quarterly bill insert.	One (1) time per quarter included in each mailed Customer bill and downloadable from electronic Customer bills.
Corrective Action Notices	Produce and distribute a Single-Family Customer oriented Non-Collection Notice, and Courtesy Pick-Up Notices for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising each scheduled neighborhood clean-up day pursuant to Exhibit B1.5, Christmas tree Collections pursuant to Exhibit B1.7, and any other seasonal or periodic program(s). 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 prepare 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 specified in this Section 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

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Mandatory Recycling and Organics Outreach Activities	Produce and Distribute City-produced outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to SB 1383. .	One (1) time annually

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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
New Programs Mailing	Produce and Distribute a City-produced initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi-Family Dwelling Units in City.
Recycling Guide	Produce and Distribute a City-produced "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each Multi-Family Dwelling Units in City.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family Customer to 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. Additionally, upon City or Customer request, 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. Further, Contractor shall prepare and submit reports to City that documents Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.	Offer in-person meetings to each and every Multi-Family Customer conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.
Move-In Kits	Produce and 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, an In-Home Recycling Container, and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program.	Distributed during technical assistance Diversion opportunity assessments.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Workshops	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.
"How-to" Guide: Electronic, Universal and Excluded Waste	Produce and Distribute a City designed "how-to" guide on proper Recycling, handling and Disposal of Household Hazardous Waste, E-Waste, and U-Waste directly to tenants of Multi-Family Premises. Contractor may arrange for distribution to each Dwelling Unit a flyer, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises.	One (1) time per year via direct mail or door-to-door.
Christmas Tree Collection Notification	Produce and Distribute a City-designed written notification to each Multi-Family property manager/Owner advertising the availability of holiday tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options, and set-out requirements for the program. The notification shall include the Contractor contact information for Multi-Family Customers to contact to discuss schedule and designated Collection location. The format and content of the notification shall be approved by the City Contract Manager.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Website	Contractor shall prepare 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 specified in this Exhibit 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”, additional Move-in Kits, or additional education materials to provide to tenants.	At least thirty (30) calendar days prior to Commencement Date. Updated no less than quarterly.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to AB 341, AB 1826, and SB 1383. .	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Multi-Family property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

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
New Programs Mailing	Prepare and distribute an initial mailing to all Commercial Customers within the City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Contractor shall produce a "Recycling guide" specific to Commercial Customers and update the guide as needed. This guide shall include 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 will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Prepare and 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).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Prepare and 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).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Waste Assessments	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. Additionally, 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. Further, Contractor shall prepare and submit reports to City documenting Customers targeted quarterly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.	Offer one (1) time annually during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.
Recycling and Organics Posters	Produce and distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments.
Quarterly Bill Inserts	Prepare and distribute quarterly bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have with Recycling and Organics programs; the environmental benefits of buying Recycled-content products and statistics, trends, and facts about programs performed under this Agreement (i.e., Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert.	One (1) time per quarter via direct mail to each Commercial Customer in City.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Program Announcements	On each bill, Contractor shall include a brief statement to Commercial Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, etc.	Included in Customer bill.
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.	As needed.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of Recyclable Materials and Organic Materials Collection services, upon request from City Contract Manager. Such outreach shall be designed to assist the City in complying with the outreach requirements of various Applicable Laws related to the mandatory provision of Recyclable Materials and Organic Materials Collection and Diversion services.	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Commercial Customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Commercial Edible Food Generator Education	Contractor shall provide Customers that are Commercial Edible Food Generators with the following: Information about the City's Edible Food Recovery program; Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10; Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste	One (1) time annually

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
Educational Materials	Contractor shall produce and distribute educational materials designed by the City that are geared towards younger audiences, such as educational videos, activity books, and Recycling posters. Contractor shall provide schools with copies of the video upon request for classroom use. The video shall be made accessible through City portions of the Contractor website.	Upon request.
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, and communicating the results to the City to improve existing school Recycling and Organics programs. The annual waste assessments shall include a specific assessment of Food Waste generated on the school Premises; potential for source reduction and Diversion of Food Waste; and identification of Food Recovery education and programs that may be established, both internally (e.g., lunch share tables) and externally (e.g., partnerships with local Food Recovery Organizations and Services).	Offered to schools Upon Request.
Presentation	Present curriculum to teach children how to Recycle, Compost, and reduce waste at school and at home.	At City Request.
Facility Tours	Promote, coordinate, and conduct educational field trips to the Approved Facilities.	At City Request.

Note: Contractor shall perform these education and outreach services to all schools, public and private, within the City without respect to the Contractor's status as the service provider for a given school or school district.

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 staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and Recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on "green" and/or sustainable behaviors.	All special events listed in Exhibit B7 of this Agreement. Other events at Customer request.

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. Daily Missed Collection Report

Contractor shall provide the City with a report of missed Collections each day by 12pm for the previous day (e.g. Monday report is due Tuesday at 12pm). This report shall include the Customer information (name, address, and account number), Container type (Recyclable and/or Organic Materials), and the reason for non-Collection (contamination, Container not found, Container inaccessible, etc.).

Contractor shall equip all collection vehicles with GPS monitoring, and shall provide City on-going access to GPS monitoring software.

2. Monthly Reports

Monthly reports shall be submitted by Contractor to the City by the 20th each month pertaining to the most recently completed calendar month and shall include the following information. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. 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.). These Complaints and inquiries shall be documented and reported separately from SB 1383 noncompliance Complaints or other regulatory noncompliance Complaints.

EXHIBIT D

REPORTING REQUIREMENTS

2. Number of Courtesy Pick-Up Collections summarized by the reason for leaving a Courtesy Pick-Up Notices (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
3. List of Customers for which Contractor has performed a Courtesy Pick-Up Collection, including the Customer address, and material type for which the Courtesy Pick-Up Collection was performed.
4. 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.).
5. Number of hits and unique visitors to the Contractor's website.
6. Record of SB 1383 non-compliance Complaints received, including the following information:
 - a. Total number of Complaints received and total number of Complaints investigated.
 - b. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) The identity of any witnesses, if known.
 - c. Copies of all Complaint reports submitted to the City, pursuant to Article 6 of this Agreement.
 - d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 4.8.4 of this Agreement, which shall include at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.

B. 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.

C. Financial Records

Any operational or financial records related to Extended Producer Responsibility Programs, if any, including but not limited to:

- a. Invoices or receipts for new or retrofitted equipment or vehicles purchased or received to implement the Extended Producer Responsibility Program.

EXHIBIT D

REPORTING REQUIREMENTS

- b. Changes to labor costs, if any, as a result of implementing the Extended Producer Responsibility Program.
- c. Records of reimbursements, payments, or in-kind contributions made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
- d. Supporting documents related to the calculation used to determine costs allocated to the City versus users.
- e. Any operational records required by the Extended Producer Responsibility Program or Stewardship Organization, if any, related to the Contractor's participation in the Extended Producer Responsibility Program.

3. Quarterly Reports

Quarterly reports shall be due on the following schedule: November 30 for August-October, February 28 for November-January, May 31 for February-April, and August 31 for May-July.

A. Contamination Monitoring Report

- 1. The number of route reviews conducted pursuant to Section 4.11 of this Agreement.
- 2. Description of the Contractor's process for determining the level of contamination or Container overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
- 3. A record of each inspection and contamination fee assessed, which shall include, at a minimum:
 - a. Name and address of the Customer.
 - b. The date the contaminated Container was observed.
 - c. The staff who conducted the inspection.
 - d. The total number of violations found and a description of what action was taken for each.
 - e. Copies of all notices to Customers with Prohibited Container Contaminants.
 - f. Photographic documentation.
- 4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
- 5. Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.

EXHIBIT D

REPORTING REQUIREMENTS

6. A list of all Customers assessed Contamination Processing Fees, pursuant to Section 4.11 of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the Contamination Processing Fee; the total number of instances Contamination Processing Fees were assessed in the month; and, the total amount of fees collected in the month.
7. Results of the waste characterization studies conducted pursuant to Section 4.11.2 of this Agreement.
8. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

B. Tonnage Report

1. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Diverted and Residue that is Disposed.
2. Units of Used Oil, Used Oil Filters, Sharps Waste, Battery, and Cellphone Collections performed.
4. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
6. Quarterly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement.

C. Diversion Report

Contractor shall report the Diversion level for each quarter and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as: Processing Residue Disposed / Discarded Materials Collected.

D. Customer Subscription and Collection Report

This report shall be submitted in a format approved by the City for easy manipulation and/or upload into a third-party database or web-based software

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Service Level listed separately by Customer Type and Discarded Material type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service and cubic yards of Bin service by Customer Type.
4. The number of waivers reviewed and number of reverification inspections performed by the Contractor pursuant to Section 4.10 of this Agreement in the quarter, if any, including a copy of documentation for each waiver review and reverification inspection.
5. List of Commercial Customers with decreased Service Levels, cancellation of service, and new service.

E. City Services Report

EXHIBIT D

REPORTING REQUIREMENTS

1. City facility Service Level report (i.e. volume of service by Service Type received by each City Facility).
2. Summary report on the programs offered to City as described in Exhibit B5 focused on when each service was provided and any issues/concerns identified.

F. Education and Outreach

1. 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. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 4.6 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
3. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution. Generator information is not required for mass distributions.
4. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of all electronic media, including the dates posted or sent of: social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g. open and click-through rates for email marketing, engagement numbers for social media, etc.).
6. Summary of the results of 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.
7. Summary of the public education materials and activities provided to schools in the month, if any; including results from Diversion opportunity assessments as described in Exhibit C.
8. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

EXHIBIT D

REPORTING REQUIREMENTS

4. Annual Reports

The annual report will be due by March 1 annually, for the preceding calendar year. The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

A. Reserved

B. Collection and Processing Report

1. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final Disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill, pursuant to Section 4.10.3.C of the Agreement.
2. Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics, in accordance with Section 4.2.C.2 of the Agreement.

C. Education and Outreach Report

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Section 4.6 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2021 annual report in February 2022 shall include Contractor submittal of the annual public education plan for calendar year 2022.

D. Reserved

E. Vehicle Inventory

1. A list 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.
2. The total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), if applicable, including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

F. 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.

EXHIBIT D

REPORTING REQUIREMENTS

5. Additional Reports

A. Upon Incident Reporting. City reserves the right to request any of the aforementioned reports more frequently, or for additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Contract Manager, which shall not to exceed ten (10) days.

B. AB 901 Reporting. At the City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

C. Customized Reports. The City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

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EXHIBIT E: RESERVED

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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. If 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: Provision of Commercial Container Service

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
	Failure to provide Recyclable Materials and Organic Materials Collection services to every Customer	For each occurrence of failing to provide Customers with the Recyclable Materials and Organic Materials Container, required by and compliant with Article 4 and Exhibit B.	No acceptable failure level	\$500/Container/Customer/event

The City shall not assess Liquidated Damages item 1, above, under the following circumstances:

- A. City has granted the Customer a waiver pursuant to Section 4.10 of this Agreement.
- B. Contractor documents that Customer is compliant with Self-Hauling requirements pursuant to Municipal Code .
- C. Contractor documents to the City that the Customer is being provided Recyclable Materials and/or Organic Materials Collection services from a service provider allowed under Section 1.2 of this Agreement.
- D. Contractor documents that Customer is sharing Recyclable Materials and/or Organic Materials Collection services with another Customer in a manner approved by the City.

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

2. Performance Area: Residential Service Quality and Reliability

Item	Specific Measure	Performance 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.	No acceptable failure level	\$50/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 12:00 p.m. on a Working Day and by the end of the Working Day for such Complaints received after 12:00 p.m. on a Working Day.	No acceptable failure level	\$50/Event
3.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with closed lid.	No acceptable failure level	\$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.	No acceptable failure level	\$150/Kit/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance	Definition	Acceptable Performance Level	Liquidated Damage Amount
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.	No acceptable failure level	\$100/Event
6.	Damage to Property		Each event of damage to either public or private property as a result of Contractor's fault, as reasonably determined by the City, including without limitation damage to Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	No acceptable failure level	\$200/Event
7.	Damage to Public Streets		Each event of damage to Public Streets within the City caused by Contractor's fault, as reasonably determined by the City.	No acceptable failure level	Actual cost of repair to City's satisfaction.
8.	Failure to Maintain Equipment		Each event of failure to maintain equipment, vehicles, Carts, Bins and other Containers in a clean, safe, and sanitary manner.	No acceptable failure level	\$100/Item/Day
9.	Failure to Comply with Container Standards		Failure to comply with Container labeling and colors as specified in this Agreement.	No acceptable failure level	\$200/Container/ Occurrence
10.	Unlicensed Vehicle Operator		Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$500/Operator/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
11.	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
12.	Failure to Wear Uniform	Failure to have Contractor Collection personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
13.	Discourteous Behavior	For each occurrence of uncourteous behavior of Contractor's employees to a Customer.	No acceptable failure level	\$500/Event
14.	Failure to Complete Route	Failure or neglect to complete at least one hundred (100%) of each route on the regular scheduled Collection service Working Day.	No acceptable failure level	\$1,000/Route
15.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$500/Event
16.	Uncovered Loads	Failure to properly cover materials in Collection vehicles.	No acceptable failure level	\$500/Event
17.	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	\$500/Incident/Day
18.	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

3. Performance Area: Customer Service

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Commence Service and/or Provide Move-in Kits	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the Service Level requested by said Customer, within three (3) calendar 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 other items required upon Customer's request.	No acceptable failure level	\$150/Event
2.	Failure to Exchange Container	Any failure by Contractor to exchange Container within ten (10) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$150/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	\$150/Container/Day
4.	Failure to Resolve Complaint	Any failure or neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	No acceptable failure level	\$150/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not deemed answered if the Customer does not speak with a live operator. (A call is deemed 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.	No acceptable failure level	\$50/Event
6.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
7.	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
8.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	No acceptable failure level	\$500/Event
9.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
10	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$500/Route/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

4. Performance Area: Diversion

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	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
2.	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 Exhibit C to this Agreement.	No acceptable failure level	\$2,000/Customer
3.	Failure of Diversion Coordinator to Specifically Perform	Every occurrence of a Diversion Coordinator being used for purposes other than those specified in this Agreement.	No acceptable failure level	\$1,000/day

5. 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 the Approved Facility designated for each material type under Article 4 of this Agreement, unless authorized per this Agreement.	No acceptable failure level	\$5,000 first failure. \$25,000 each subsequent failure.

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
2.	Disposal of Targeted Diversion Materials	Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing, unless authorized per this Agreement.	No acceptable failure level	\$1,000/Load
3.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle 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 Organic Materials vehicle, etc.).	No acceptable failure level	\$1,000/Container
4.	Failure to Provide Adequate Capacity	Failure to provide adequate primary and alternate capacity to accept and Process Recyclable Materials, or Organic Materials.	No acceptable failure level	\$1,000/Day
5.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
6.	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$50/occurrence/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

6. Performance Area: Reporting & Records

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Late Report	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date, if the City gives Contractor notice of the late report. The City shall give Contractor a new reasonable deadline for the report. If Contractor does not submit the report by the new deadline, Contractor shall owe the City Liquidated Damages retroactive to the original due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day
2.	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 within the time window specified in this Agreement.	No acceptable failure level	\$500/Event
3.	Misleading/Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or regarding this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance be excused.	No acceptable failure level	\$250/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
4.	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
5.	Failure to Maintain and/or Provide Access to Information Systems	Each day that Contractor fails to provide access to Contractor's information systems as required in Section 4.9 to the City Contract Manager.	No acceptable failure level	\$500/Day

Except for repeat occurrences, the City shall provide Contractor with written notice and a three (3) Business Day opportunity to cure any alleged breach of this Agreement before Liquidated Damages will be assessed.

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: _____

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EXHIBIT G: CONTRACTOR'S PROPOSAL

EXHIBIT G1: TECHNICAL PROPOSAL

See Exhibit G

EXHIBIT G2: COST BASIS FOR PROPOSAL

EXHIBIT G3: INITIAL RATES FOR COLLECTION SERVICES

EXHIBIT G4: IMPLEMENTATION PLAN AND SCHEDULE

See Exhibit G – Contractors Proposal

EXHIBIT G5: APPROVED SUBCONTRACTORS

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: ANTICIPATED REQUIRED POSITIONS

EXHIBIT H

MAXIMUM ANTICIPATED POSITIONS

{Note to Proposers: Exhibit H will be updated prior to execution of the Agreement}

Positions detailed in this Exhibit H are the positions needed for the provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services. Contractor acknowledged that the positions below are included in the cost basis for Customer Rates, and failure to provide the positions may be considered a Change in Scope.

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.

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	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	
Total Management Positions		

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EXHIBIT I:

LOCAL PURCHASING PREFERENCE POLICY

CITY OF CLOVIS
Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
1	RFP Section	General Requirements			
2	4.4.4.1	5 hard copies. Bound, double-sided, pages consecutively numbered	✓	✓	✓
3	4.4.4.2	Flash drive containing Technical Proposal (PDF), Cost forms (excel), and draft agreement exceptions in tracked changes mode (optional) (MS Word)	✓	✓	✓
4	4.4.4.	Surety payment (\$25,000)	✓	✓	✓
5	5.1	Title page	✓	✓	✓
6	5.1	Table of contents	✓	✓	✓
7	5.2.	Cover letter	✓	✓	✓
8	5.2	Signed by same rep. as Secretary’s Cert (Attachment E)	✓	✓ (125)	✓ (252)
9	5.2	A list of the addendums and dates of issuance	✓	✓ (End)	✓ (A)
10	5.3	Executive Summary (present its strategy and costs, and highlight unique aspects of its approach to servicing the City)	✓	✓ (5)	✓ (1)
11	5.4	Company Description			
12	5.4.1	Corporate Structure			
13	5.4.1.1	Confirm that proposer is authorized to conduct business in the State of California.	✓	✓	✓
14	5.4.1.2	Identify the legal entity that would execute the New Agreement.	✓ (6)	✓ (10)	✓ (8-9)
15	5.4.1.3	State the number of years the entity(ies) have been organized and doing business under this legal structure.	✓ (6-7)	✓ (5)	✓ (8-9)
16	5.4.1.3	Owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.	✓ (7)	✓ (10)	✓ (8)
17	5.4.1.4	Identify other businesses with ownership by principals and/or management.	✓ (7)	✓ (10)	✓ (8-9)
18	5.4.1.5	Describe all services to be performed by Subcontractors and identify each Subcontractor by name. Description of working relationship with Subcontractors in the past five years.	✓ (8)	✓ (108)	✓ (219)
19	5.4.2	Description of Proposer’s Collection Experience			
20	5.4.2.1	The name of the jurisdiction where the services were provided, Commencement Date of services and Term of the Agreement.	✓ (10-12)	✓ (11-22)	✓ (10-12)
21	5.4.2.2	The service provided (e.g., Recyclable Materials Collection, Organic Materials Collection, Materials Processing).	✓ (10-12)	✓ (11-22)	✓ (10-12)
22	5.4.2.3	The name, address, and telephone number of the jurisdiction’s representative responsible for administering the New Agreement.	✓ (10-12)	✓ (11-22)	✓ (10-12)
23	5.4.2.4	The number of Single-Family, Multi-Family, and Commercial Customers served; Tons Collected and Tons Diverted; and type and number of vehicles dispatched per day.	✓ (12)	✓ (11-22)	✓ (10-12)
24	5.4.3	Description of Proposer’s Service Initiation Experience			
25	5.4.3.1	The name of the jurisdiction where the services were provided and commencement date and term of the agreement.	✓ (13-19)	✓ (23-28, Letters)	✓ (25-19, 112+)
26	5.4.3.2	The service initiation performed (i.e., initiation of a new franchise and/or service agreement, universal roll-out, etc.).	✓ (13-19)	✓ (30)	✓ (14-19)
27	5.4.3.3	The name, address, and telephone number of the jurisdiction’s representative responsible for administering the agreement.	✓ (13-19)	✓ (23-28, Letters)	✓ (14-19)
28	5.4.3.4	The number of Residential and Commercial Customers served.	✓ (13-19)	✓ (23-28, Letters)	✓ (14-19)
29	5.4.3.5	Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of Containers; public education; and, the preparation of procedures to ensure a smooth transition.	✓ (13-19)	✓ (supplemental info.)	✓ (14-19)
30	5.4.3.6	Identification of problems that occurred during the initiation of the new contract or service and solutions implemented to solve the problem(s).	✓ (13-19)	✓ (supplemental info.)	✓ (14-19)
31	5.4.4	Key Personnel			
32	5.4.4	Organizational chart.	✓ (20)	✓ (supplemental info.)	✓ (23)
33	5.4.4	Key personnel for the transition team.	✓ (21-23)	✓ (supplemental info.)	✓ (23)
34	5.4.4	Key personnel for the ongoing management team.	✓ (21-23)	✓ (supplemental info.)	✓ (23)
35	5.4.4	The name, contact information, job description (or hiring criteria), and qualifications for the following key personnel (or equivalent position).			
36	5.4.4	- Regional Manager	✓(22)	✓ (33)	

CITY OF CLOVIS
Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
37	5.4.4	- General Manager	√ (22)	√ (34)	√ (27)
38	5.4.4	- Operations Manager	√ (22-23)	√ (34)	√ (35)
39	5.4.4	- Customer Service Manager	√ (24)	√ (36)	√ (42, new hire)
40	5.4.4	- Diversion Coordinator(s)	√ (20 – Sustainability Advisor)	√ (35-37)	√ (22, 37)
41	5.4.4	- Government Liaison	√ (22)	√ (38)	√ (22,27)
42	5.4.4	- Service Liaison	√ (24)	√ (37 ?)	√ (22,31)
43	5.4.5	Labor Agreements and Wages (if applicable)	√ (24)	√ (39)	√ (22, 43)
44	5.4.6	Financial Information			
45	5.4.6	Financial statements (preferably audited) for the most recently completed fiscal year in accordance with Generally Accepted Accounting Principles.	√ (26)	√ (Packet)	√ (C)
46	5.4.6	A statement by the chief financial officer of your firm that there has been no material adverse change in such condition or operations from that reflected in the submitted balance sheet and income statements since the date on which they were prepared	√ (supplemental info.)	√ (40)	√ (45, Appendix C)
47	5.4.6	If proposer is a wholly owned subsidiary of a parent company, also submit financial statements for the parent company for the most recently completed fiscal year	N/A	N/A	√ (C)
48	5.4.7	Past Performance Record			
49	5.4.7.1	Describe past and pending civil, legal, regulatory, and criminal actions in the past five years.	√ (27)	√ (42-43)	√ (46)
50	5.4.7.2	Provide a statement disclosing any and all fines, penalties, settlements, or Liquidated Damages of any kind paid by proposer, its parent company, subsidiaries, and any proposed Subcontractors, to any public agencies in the past five years.	√ (27)	√ (42-43)	√ (46)
51	5.4.7.3	Provide a list of all other agencies where similar franchise and/or service Collection or Processing services are performed by proposer along with contact information for that agency’s contract manager.	√ (27-28)	√ (45)	√ (48)
52	5.5	Technical Proposal For Services			
53	5.5.1	Recyclable Materials Collection of Single-Family, Multi-Family, Commercial Customers, City facilities, and Special Events			
54	5.5.1.1	Collection methodology.	√ (29-32)	√ (46)	√ (51, 55-58)
55	5.5.1.2	Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age).	√ (31-32)	√ (49)	√ (51)
56	5.5.1.3	Standard crew size.	√ (supplemental info.)	√ (49)	√ (51)
57	5.5.1.4	Number, types, sizes, and manufacturer’s specifications of Containers to be utilized.	√ (supplemental info.)	√ (49-50)	√ (51-54)
58	5.5.1.5	A list of all the Recyclable Materials to be Collected, Processed, and marketed under the New Agreement.	√ (33)	√ (50)	√ (58.)
59	5.5.2	Recyclable Materials Processing			
60	5.5.2.1	Estimated annual Tons by type of Recyclable Materials that will be Collected (by account type), Processed, and marketed.	√ (35)	√ (51)	√ (59)
61	5.5.2.2	Name and description of Transfer and Processing Facility(ies) where Recyclable Materials will be handled, name of Owner and operator of the facility(ies), statement of whether facility has all necessary permits as required by Applicable Law, proof of permitted capacity, gross Processing fee per Ton, anticipated revenue/cost per Ton, method of future Processing fee adjustments, Tonnage commitment for the Term of the New Agreement, and method of tracking Tonnage if the facility is receiving Tonnage from other jurisdictions.	√ (34)	√ (51)	√ (59)
62	5.5.2.3	If the proposer is not the Owner/operator of the Processing Facility, provide a letter of commitment, for the Term of the New Agreement, from the Processing Facility Owner/operator guaranteeing sufficient Tonnage capacity and adherence with the Processing requirements of the Draft Services Agreement. Additionally, please include a compensation adjustment methodology for the cost per Ton.	√ (37)	Owner	Owner
63	5.5.2.4	Description of the types of acceptable materials to be Collected, highlighting materials beyond those specified in the Draft Services Agreement. Describe the benefits, limitations, contamination issues, and markets that will impact the program.	√ (35)	√ (51)	√ (70, mattress)
64	5.5.3	Recyclable Materials Marketing			

CITY OF CLOVIS
Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
65	5.5.3.1	Describe the marketing methods and approach (e.g., long-term contracts), targeted primary and contingent markets (specifically to whom materials will be sold), pricing policy, and assumed market value for each Collected type of Recyclable Materials products (supported by average monthly prices by type and grade of material over the past 12 months).	√ (42-43)	√ (51)	√ (71-73)
66	5.5.3.2	Describe how proposer will handle fluctuations in quantity and composition of Recyclable Materials.	√ (42-43)	√ (52)	√ (79)
67	5.5.3.3	Describe how proposer will respond to severe market demand and pricing fluctuations, which should address emergency storage of Recyclable Materials.	√ (supplemental info.)	√ (52)	√ (79)
68	5.5.3.4	Describe how the proposer will maximize Diversion of Recyclable Materials and minimize Disposal.	√ (42-43)	√ (52, 95%)	√ (79)
69	5.5.4	Organic Materials Collection			
70	5.5.4.5	Collection methodology for Single-Family, Multi-Family, Commercial Customers, City Facilities, and Special Events.	√ (43-44)	√ (55)	√ (82-83)
71	5.5.4.6	Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age).	√ (31)	√ (55)	√ (82)
72	5.5.4.7	Description of the types of acceptable materials to be Collected, highlighting materials beyond those specified in the Draft Services Agreement. Describe the benefits, limitations, contamination issues, and markets that will impact the program.	√ (33)	√ (55)	√ (84)
73	5.5.4.8	Types, costs, number, and manufacturer's specifications of Containers to be utilized.	√ (supplemental info.)	√ (55)	√ (supplemental info.)
74	5.5.4.9	Standard crew size.	√ (supplemental info.)	√ (supplemental info.)	√ (51)
75	5.5.4.10	A list of all the Organic Materials to be Collected, Processed, and marketed under the New Agreement.	√ (47)	√ (provided a handout)	√ (84)
76	5.5.4.11	If plastic or Compostable Plastic bags will be allowed in Organic Materials Containers.	√ (45 Not allowed)	(Not recommended)	√ (84, not recommended)
77	5.5.5	Organic Materials Processing			
78	5.5.5.1	Estimated annual Tons that will be Collected (by account type), Processed, and marketed.	√ (44)	√ (supplemental info.)	√ (85)
79	5.5.5.2	Name and description of Transfer and Processing Facility(ies) where Organic Materials will be handled, name of Owner and operator of the Facility(ies), proof of permitted capacity, and method of tracking Tonnage if the facility is receiving Tonnage from other jurisdictions.	√ (44)	√ (56)	√ (85,87)
80	5.5.5.3	If the proposer is not the Owner/operator of the Processing Facility, provide a letter of commitment, for the Term of the New Agreement, from the Processing Facility Owner/operator guaranteeing sufficient Tonnage capacity and adherence with the Processing requirements of the Draft Services Agreement. Additionally, please include a compensation adjustment methodology for the cost per Ton.	√ (46)	Owner	√ (85,86)
81	5.5.5.4	Description of the types of acceptable materials to be Collected, including plastic or Compostable Plastic bags. Describe the benefits, limitations, contamination issues, and markets that will impact the program.	√ (47)	√ (provided a handout)	√ (84, description of acceptable materials)
82	5.5.5.4	Identify any difference in processing cost for (un)bagged materials.	Did not provide difference is price	Commercial only	Residential and commercial
83	5.5.6	Organic Materials Marketing			
84	5.5.6.1	Describe the marketing methods and approach (e.g., long-term contracts), targeted primary and contingent markets (specifically to whom materials will be sold), pricing policy, and assumed market value for Organic Materials products (supported by average monthly prices by type and grade of material over the past 12 months).	√ (48)	√ (62)	√ (90)
85	5.5.6.2	Describe how proposer will handle fluctuations in quantity and composition of Organic Materials.	√ (48)	√ (62)	√ (90)
86	5.5.6.3	Describe how the proposer will maximize Diversion of Organic Materials and minimize landfilling.	√ (48)	√ (62)	√ (90)
87	5.5.7	Ancillary and Optional Services			
88	5.5.7.1	Ancillary Services			
89	5.5.7.1.1	Holiday Tree Collection	√ (48)	√ (pg. 6 and supplemental info.)	√ (92)

CITY OF CLOVIS
Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
90	5.5.7.1.2	Used Motor Oil and Filter Collection Program	√ (48)	√ (supplemental info.)	√ (92-93)
100	5.5.7.1.3	Sharps Collection Program	√ (48)	√ (63)	√ (93)
101	5.5.7.1.4	Battery and Cellphone Collection Program	√ (49)	√ (63)	√ (93)
102	5.5.7.2	Optional Services			
103	5.5.7.1.2	Multi-Family Kitchen Pail Program	√ (49)	√ (63)	√ (101)
104	5.5.7.2.2	Commercial Container Cleaning or Exchanges	√ (49)	√ (65)	√ (101)
105	5.5.8	Implementation Plan	√ (51-52)	√ (65-74)	√ (112-136)
106	5.5.9	Customer Service			
107	5.5.9.1	Describe the location where proposer’s Customer service operation will be housed.	√ (52)	√ (75, new office)	√ (138, new office)
108	5.5.9.2	Describe how the Complaint tracking and reporting system will adequately address missed pickups to guarantee that all missed pick-ups are Collected within 24 hours of notification by Customer. In addition, describe procedures to satisfactorily respond to, record, and report other common Customer Complaints.	√ (52-53)	√ (77-81)	√ (142)
109	5.5.9.3	Specify the number of full-time equivalent Customer service representatives (CSR) that will serve the City. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate the City.	√ (52, two educational advisors)	√ (80, 2 CRS)	√ (142-143)
110	5.5.9.4	Describe the proposed approach to respond to and address events of deliberate non-Collection (in addition to leaving physical Non-Collection Notices).	√ (55-56)	√ (80)	√ (147-148)
111	5.5.9.5	Confirm that the company has a website that Customers may access to obtain Customer Rates, service information, pay bills, and to submit inquiries or Complaints and provide website address, if applicable (or example of similar website provided to another jurisdiction).	√ (55)	√ (80)	√ (148)
112	5.5.9.6	Describe any other strategies and/or methods the proposer will implement to ensure that Customers receive exemplary Customer service.	√ (53-58)	√ (81)	√ (148)
113	5.5.10	Electronic Monitoring and Communication System			
114	5.5.10.1	Name, type of equipment, software used to maintain routing and Customer service information, and period of time the proposer has operated this system.	√ (60)	√ (82)	√ (151-154)
115	5.5.10.2	Management procedures for managing inquiries and Complaints and procedures used to minimize Complaints (e.g., missed pick-ups, noise, spills).	√ (58)	√ (82)	√ (155-156)
116	5.5.10.3	The ability of the system to provide read-only access to City staff in order to see live updates on route status.	√ (61)	√ (82)	√ (157, limited access)
117	5.5.10.4	Description of whether individual call centers are established for each service area or if Customer calls are handled by a centralized call center and identification of the location of the call centers that will be used.	√ (53, 61-62)	√ (new office)	√ (157, centralized)
118	5.5.10.5	Description of proposer’s internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common Customer Complaints.	√ (62)	√ (82)	√ (157-159)
119	5.5.10.6	Description of how the proposer measures Customer service with regard to the call center’s responsiveness and accuracy of responses, as well as the quality of Collection service.	√ (62)	√ (82)	√ (159)
120	5.5.10.7	Demonstration of the ability to report the information required in Article 6 and Exhibit D of the Draft Services Agreement.	√ (63)	√ (pg. 82 & supplemental info.)	√ (160-161)
121	5.5.11	Environmental Issues			
122	5.5.11.1	Excluded Waste Management.	√ (63)	√ (83)	√ (162-163)
123	5.5.11.2	Litter abatement program.	√ (63-65)	√ (83)	√ (197-200)
124	5.5.12	Public Education and Outreach Plan			
125	5.5.12.1	Public education programs that will be implemented to educate Single-Family, Multi-Family, and Commercial Customers on the Recyclable Materials and Organic Materials Collection programs.	√ (65-69)	√ (84-58)	√ (166-174)
126	5.5.12.2	Plans for complying with the education and outreach requirements of Applicable Law, including but not limited to AB 939, AB 1826, AB 341, and SB 1383.	√ (65-69)	√ (92)	√ (175-177)
127	5.5.12.3	Description of proposer’s strategy for developing and using a website or webpage specific to the City to provide Customers with access to service information, Rates, and other public education information. Include links to example websites.	√ (66)	√ (92)	√ (177)

CITY OF CLOVIS
Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
128	5.5.12.4	Description of your approach to facilitating the City’s desired non-Collection, courtesy noticing, and contamination fee program. <i>Include sample non-Collection and/or courtesy notices.</i>	√ (67)	√ (93)	√ (147)
129	5.5.12.5	Description of your strategy for communicating to Customers how to properly dispose of HHW, Sharps Waste, and other difficult-to-handle materials.	√ (67)	√ (93)	√ (178)
130	5.5.12.6	Plans for presentations to schools and other community organizations.	√ (68)	√ (90)	√ (178-181)
131	5.5.12.7	Participation at City-sponsored or other special events, such as booths, displays, sponsorship, parade floats, farmers markets, etc.	√ (69-70)	√ (91)	√ (184)
132	5.5.12.8	Schedule, type, and quantity of information that will be distributed (e.g., newsletter, brochures).	√ (71)	√ (86-91)	√ (185)
133	5.5.12.9	Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of education programs in the City.	√ (70)	√ (94)	√ (175, diversion coordinator and Recycling rangers)
134	5.5.12.10	Public education and outreach Subcontractors (if any), and their qualifications, years of experience, and references.	N/A	N/A	N/A
135	5.5.12.11	Samples of similar educational materials, which may have been used in other programs.	√ (85-90)	√ (84)	√ (185)
136	5.5.12.12	Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis.	√ (supplemental info.)	√ (86-94)	√ (185)
137	5.5.12.13	Other aspects or unique features of the proposed public education and outreach plan.	√ (70, compliance advisor)	√ (94)	√ (186-187, green circle award program)
138	5.5.13	Other Required Plans			
139	5.5.13.1	SB 1383 Implementation and Monitoring Plan.	√ (70)	√ (95-96)	√ (188-195)
140	5.5.13.2	Litter Prevention/Abatement Plan.	√ (70)	√ (103)	√ (196-200)
141	5.5.13.3	Skilled Driver Recruiting, Training, and Retention Plan.	√ (72-74)	√ (105)	√ (201-212)
142	5.5.13.4	Local Purchasing Preference.	√ (74)	√ (107)	√ (213-217)
143	5.5.14	Subcontracting - Identify by name and describe all services to be performed by any Subcontractors	√ (74)	√ (108)	√ (219)
144	5.5.15	Billing			
145	5.5.15	Provide sample Customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number.	√ (74-75)	√ (109)	√ (221-222)
146	5.5.15	Describe its procedures for dealing with Customer service, with regard to customer billing.	√ (75)	√ (109)	√ (223)
147	5.5.16	Corporation Yard and Maintenance Facilities			
148	5.5.16	Describe the proposed location(s) of the corporation yard for Collection vehicles parking, Collection Container storage, employee parking, vehicle and equipment maintenance facilities, offices, and Transfer operations.	√ (76)	√ (111)	√ (225-228)
149	5.5.16	If the facility(ies) are currently operational and Owned or leased by the proposer, describe plans, if any, to modify or expand the facility(ies).	N/A	√ (111)	√ (225-228)
150	5.5.16	If the facility(ies) need to be purchased, leased, and/or developed by the proposer, describe the acquisition and development plans, describe contingency plans.	√ (76, Leased no plans to expand)	N/A	N/A
151	5.6	Financial and Cost Proposal			
152	5.6	Financing Plan	√ (77)	√ (112-124)	√ (230-234)
153	5.6	Financial proposal including Cost and Rate Proposal, and Revenue Share (Attach B, forms 1-6) (Excel)	√ (Excel sheets)	√ (112-124)	√ (230-234)
154	5.7	Exceptions to the Draft Services Agreement			
155	5.7	Draft Services Agreement with track changes (optional) (MS Word)	√ (Word doc.)	√ (Word doc.)	(No changes proposed)
156	5.8	Other Proposal Forms			
157	5.8.1 (Attach C)	Secretary’s Certificate (signed)	√ (81)	√ (126)	√ (254)
158	5.8.2 (Attach E)	Anti-Collusion Affidavit (signed)	√ (79)	√ (125)	√ (253)
159	5.8.3 (Attach G)	Iran Contracting Act Certification (signed)	√ (82)	√ (127)	√ (255)
160	5.8.4 (Attach H)	Worker’s Compensation Certification (signed)	√ (83)	√ (supplemental info.)	√ (256)

CITY OF CLOVIS

Proposer Submittal Compliance Checklist

Row	RFP Section	Application Contents	Republic	Mid Valley	Caglia
161	5.8.5 (Attach I)	Drug Free Workplace Certification (signed)	<i>v (84)</i>	<i>v (supplemental info.)</i>	<i>v (257)</i>
162	5.9	Additional Information (Optional)			
163	5.9	Additional Information (Optional)	Appendices	<i>v (152)</i>	N/A

CITY OF CLOVIS

Request for Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing

Project Number: PUD 24-15

November 22, 2024



CAGLIA
ENVIRONMENTAL

COLLECTION • RECYCLING • TRANSFER • COMPOSTING

This proposal is dedicated to Louie Caglia, 1938 - 2010

ATTACHMENT 4

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This Proposal is Dedicated to Louie Caglia

(July 26, 1938 – June 24, 2010)

Born in Fresno in 1938, Louie Caglia devoted his life to two passions: his family and his beloved City of Clovis. Louie moved his family to Clovis, where he became a central figure and a true advocate for the city he called home for decades.

Louie's pride in Clovis was evident in every aspect of his life. He was a proud owner of multiple businesses and for over a decade, he represented Clovis High School on the City-County All-Star Committee, strengthening the connection between Clovis schools and the broader region. He participated each year in the Clovis Christmas Parade, involving his family and staff to spread joy in the community he cherished. In recognition of his dedication, the City of Clovis honored Louie with a memorial bench at the Rodeo Café, where the citizens are reminded of the warmth and kinship he brought to everyone who knew him.

Louie's life reminds us of the importance of true community connection and inspires our ongoing commitment to Clovis, its people, and its way of life. We are committed to embodying the spirit of Clovis and strengthening the region through our services offerings, for the City he loved so deeply.



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November 22, 2024

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

City of Clovis Request for Proposals for Recyclable and Organic Materials Collection, Processing and Marketing

Caglia Environmental, LLC. (herein referred to as “Caglia”) is pleased to submit this Proposal to provide Recyclable and Organic Materials Collection, Processing and Marketing services to the City of Clovis. We are excited to work with the City to provide high levels of operations and customer service, compliance with SB 1383 and other diversion regulations, and provide closed-loop, local solutions for recyclables and organics processing and marketing. Caglia looks forward to implementing our proven outreach and technical assistance programs and provide the highest value, reliable service, and environmentally responsible operations for the City of Clovis.

The entity that will sign the Franchise Agreement, in the event one is awarded, will be Caglia Environmental, LLC. which is a California corporation that was incorporated in 2012.

For decades, our company has provided exemplary services to the Central Valley, where we have brought cutting edge technology that has significantly advanced diversion of recyclables and enhanced our ability to connect with our customers. Our management team has strong connections with the City of Clovis, where our local office will be filled with staff that also call Clovis their home.

Caglia has provided a thoughtful and innovative proposal to collect and divert organics and recyclables, manage specialty materials, and prepare the City for future regulatory requirements through our investment in processing technologies, Facility expansions, and in Zero Emissions Vehicle (ZEV) compliant solutions. The Caglia team has spent a

substantial amount of time ensuring that we have provided the best value-driven and customer focused response for Clovis.

In addition to providing collection and processing technologies, we are also offering the following additional services:

- » SB 1383 compliance solutions
- » Compost giveaways
- » Multi-family kitchen pails
- » Special event diversion
- » Holiday tree collection
- » Commercial bin cleaning
- » Used motor oil and filter collection
- » Sharps collection programs
- » Battery and cellphone collection
- » E-waste drop off events
- » Shredding event(s)
- » ZEV compliance program
- » Commitment to pilot a hydrogen fueled collection vehicle in the City of Clovis
- » Facility investments and planning for Renewable Energy Park to fuel future ZEV vehicles

Caglia acknowledges receipt of all Addenda, Addendum 1 issued October 24, 2024 Addendum 2 issued October 28, 2024, Addendum 3 issued November 14, 2024, Addendum 4 on November 15, 2024 and Addendum 5 on November 15, 2024. They have been signed and are included in Appendix A.

I, Richard Caglia, Owner and President of Caglia Environmental am authorized to bind Caglia Environmental as demonstrated in the Secretary's Certificate provided in Section 17 of this proposal.

Sincerely,



Owner & President
Caglia Environmental



1 Executive Summary



Caglia Environmental (Caglia) is proud to present this proposal for services to the City of Clovis. Our team has prepared this comprehensive document to fully describe our unique and innovative services that Caglia will bring to the City.

These services are built upon our commitment to sustainability and putting our communities first.

Our Mission - It's Our Core



Caglia is a local, family-owned company. Our focus is providing the City of Clovis with our best. To accomplish this, our employees are trained with ethics and integrity. Our family's success has inspired us to give back to the communities we serve by supporting philanthropic organizations.



Caglia Environmental believes safety is important. Safety is not only a priority, **it is a core value**. Priorities can change, but values never do. Making and maintaining a safe workplace is essential to our mission and our values.



Our people are our strength. We pride ourselves on promoting a safe work culture, providing personalized services, and taking care of the community we live and raise our family in.

We look forward to serving you!



We are pleased to submit our proposal for Recyclable and Organic Materials Collection, Processing and Marketing for the City of Clovis. We are rooted in the beautiful Central Valley and have 85 years of providing solid waste service and support to our local communities. We look forward to providing the citizens of Clovis with exceptional recyclable and organics collection services that reflect our focus on integrity, transparency, sustainability and safety.

Caglia has provided a thoughtful and innovative proposal to collect and divert organics and recyclables, manage specialty materials, and prepare the City for future regulatory requirements through our investment in processing technologies, Material Recovery Facility (MRF) expansions, and Zero Emissions Vehicle (ZEV) compliant vehicles. The Caglia team has spent a substantial amount of time ensuring that we have provided the best value-driven response for Clovis.

We will open a **centrally located office within the City of Clovis**. This branch will be staffed by friendly, knowledgeable staff that will be available for the local community to inquire about collection schedules, have a drop location for sharps and batteries, textiles, and flag disposal and explore our latest sustainability initiatives.

Our “**Recycling Rangers**,” comprised of senior citizens and CUSD high school students will provide supportive public education and outreach alongside our Diversion Coordinators. This innovative initiative designed to elevate environmental stewardship and community engagement in Clovis.



Look for the Recycling Rangers logo throughout this Proposal to see where they will be activated!





Our proposal additionally includes the comprehensive solutions listed below:

- » SB 1383 compliance solutions
- » Compost giveaways
- » Multi-family kitchen pails
- » Special event diversion
- » Holiday tree collection
- » Commercial bin cleaning
- » Used motor oil and filter collection
- » Sharps collection programs
- » Battery and cellphone collection program
- » E-waste drop off events
- » Shredding event(s)
- » ZEV compliance program
- » Commitment to pilot a hydrogen fueled collection vehicle in the City of Clovis
- » Facility investments and planning for Renewable Energy Park to fuel future ZEV vehicles

HELLO

¡HOLA!

NYOB ZOO

These services include our exemplary multi-lingual Customer Service, Public Education and Outreach programs that use best in class technologies so customers are fully supported and encouraged to divert as much as possible from the landfill.



Caglia Environmental is happy to propose the following items within our base proposal, at no additional cost, to the City:

- ✓ Illegal dumping collection & diversion /disposal (up to 100 tons/year).
- ✓ Local landfill support including:
 - » Technical, Permitting, Training and Operational Consulting.
 - » 250 tons/year of CalTrans Class II Base Rock or asphalt grindings for Public Works use
 - » Delivery of 250 tons/year of crushed rock or asphalt grindings to the landfill
- ✓ HHW – Training and Best Practice Consulting.
- ✓ Mattress recycling for residents at our Clovis location.
- ✓ Through our “Just Porch It” partnership, residential textile pick-up and recycling.
- ✓ Clovis Resident “Dump Days” 4 times/year.
- ✓ Battery and Sharps drop off at our Clovis Office for Clovis residents.



Additionally, at our pass-through cost and if requested by the City, we would provide:

- ✓ Use of one of our many Hazwoper-Certified Technicians.
- ✓ Local landfill support including:
 - » Additional crushed rock or asphalt grindings (beyond the free 250 tons per year), perfect for maintaining landfill roads, winter pads, or drainage outlets
 - » Labor and Machinery if the City is in need.
 - » Guaranteed Capacity for waste at CARTS in high wind conditions or other times of need.



Our Future Vision

Caglia is committed to sustainability that move our communities closer to a zero waste and low carbon future by developing CARTS into a **Resource Recovery and Renewable Energy Park**, a regional facility that converts organic waste to renewable energy, low carbon fuels, and heat.

2 Company Description



Caglia is a family-owned company that began in Fresno in 1939. Our founder, Frank S. Caglia, purchased Orange Avenue Disposal in 1941. From this start, the company has expanded its collection and processing operations into one of the leading collection and materials processing operators in the region. We are known as pioneers that have championed environmentally sound practices and stayed involved in community beautification projects like Beautify Fresno.



Caglia | A Family-Owned Company

In 2004, we established the Cedar Avenue Recycling & Transfer Station (CARTS) in Fresno, which has since evolved into one of the most advanced recycling and processing facilities in the San Joaquin Valley. We are committed to further enhancements and are actively working to transform the site so that we can create our own hydrogen fuel, preparing our operations and community for the changing laws and regulations.



We are committed to preserving and protecting the environment through our advanced collection vehicles and state-of-the art MRF processing equipment. We have strong relationships with all of our equipment vendors to ensure that we are prepared to begin services for the City of Clovis by August 1, 2025.



Caglia Environmental takes pride in the high levels of customer satisfaction we achieve on a daily basis across the Central Valley.

We look forward to providing the same exceptional recycling and organics services to the City of Clovis.

2.1 Corporate Structure

The legal entity that will be executing the Agreement is Caglia Environmental, LLC. Caglia has several affiliate companies with shared ownership including: Redrock Environmental Group, Electric Motor Shop, Orange Avenue Disposal, Industrial Waste and Salvage, and Cedar Avenue Recycling and Transfer Station (CARTS).



The primary owners of Caglia are Richard M Caglia, Vince Caglia, Maryann Torres, Bernadette Boyle, and Rose Caglia. One creditor, US Bank, is owed a debt greater than 10% of the company's total assets. Caglia will utilize Kochergen Farms Composting and their organics pre-processing and transfer station, Green Valley Recycling, located in Fresno. Caglia has built a strong working relationship with Kochergen over the years, and they have guaranteed capacity to manage the City of Clovis' organic materials.

**Big Enough to Serve You,
Small Enough to Know You!**

1M+

**Tons of Material
Managed
Per Year**

52

**Years of Curbside
Collection
Experience**

75+

**Collection
And Transfer
Vehicles**



Facilities Map



2.2 Collection Experience

Caglia has decades of experience providing collection services to many jurisdictions in the Central Valley as demonstrated in the jurisdictional references below.



Madera County (below 1,000 feet) Reference

Start of Service and Term	Since 2012 Expires: 10/31/2037
Services Provided	Residential and commercial collection and processing. Operation of Fairmead Landfill, Mammoth Materials Recovery Facility and North Fork Transfer Station.
Contact	Matt Treber matthew.treber@maderacounty.com (559) 675-7811 200 West 4 th Street, Madera
Scope of Services	Square miles served: 800+ Servicing 13,000 residential and commercial customers Mammoth Materials Recovery Facility 20-40 tons per day Fairmead Landfill 900 tons per day 22 collection vehicles, collecting 300 tons per day



Fresno County Reference

Start of Service and Term	Since 1971 Exclusive Franchise Collector since 2006 Expires: 02/28/2028
Services Provided	Residential and commercial collection and processing.
Contact	Daniel Amman damman@fresnocountyca.gov (559) 600-4309 2281 Tulare, Suite 304, Fresno
Scope of Services	Square miles served: 21 Servicing 3,500 residential and commercial customers 6,300 tons per year Three (3) collection vehicles



City of Clovis, Large Container Franchise Reference

Start of Service and Term	Since 1996 Expires 12/31/2027
Services Provided	Exclusive commercial roll-off services and front-end loader provider.
Contact	Glenn Eastes glenne@ci.clovis.ca.us (559) 324-2684 155 North Sunnyside Avenue, Clovis
Scope of Services	Square miles served: 23 Diversion of 4,000 tons per year of materials Three (3) collection vehicle



Del Rey Community Services District Reference

Start of Service and Term	Since 2008 Expires: 06/30/2030
Services Provided	Collection and processing of residential, commercial and organics.
Contact	Carlos Arias drcsd@pacbell.net (559) 888-2272 10649 Morro Avenue, Del Rey
Scope of Services	Square miles served: 1.33 Servicing 291 residential and 32 commercial customers Over 550 tons per year One (1) collection vehicle



Malaga County Water District Reference

Start of Service and Term	Since 2006 Expires: 07/31/2036
Services Provided	Collection and processing solid waste, organics and recycling commercial materials.
Contact	Charles Garabedian charlesjr62@gmail.com (559) 485-7353 3580 S. Frank Street, Fresno
Scope of Services	Square miles served: 0.25 Over 379 tons per year One (1) collection vehicle



City of Fresno Recycling Agreement Reference

Start of Service and Term	Since 2016 Expires 06/3/2036
Services Provided	CARTS Processing Franchise Transfer and processing of solid waste, C&D, asphalt, concrete, and organic materials. Processing commingled recyclables.
Contact	Ahmad Alkhayyat Ahmad.Alkhayyat@fresno.gov (559) 621-1801 1325 El Dorado Street, Building S, Fresno
Scope of Services	1,600 tons per month of Fresno residential recycling

Included in Appendix B are letters of support from some of the jurisdictions we currently serve, demonstrating our commitment and experience to provide similar services in the City of Clovis.

2.3 Service Initiation Experience

Caglia is well versed in new service initiation and transitions from previous collection companies and has successfully commenced new and innovative collection and processing services in the Central Valley. We feel confident that the many years of collection and processing experience from our key personnel will translate into a smooth transition for residential and commercial services from the current vendor to our own. Importantly, through our close working relationships with our vendors, we have received commitments for the timely delivery of equipment and supplies. We will order collection vehicles, containers, equipment, support vehicles, etc. well in advance of the start date to ensure there is no disruption in services, and we always have contingency plans in case of unforeseen circumstances.



"In Madera County, Caglia Environmental successfully transitioned nearly 10,000 customers with virtually minimal service interruption and without any route or customer information. Today, Caglia Environmental services nearly 13,000 customers within Madera County."

- Matthew Treber, Chief of Development Services, County of Madera



"The Caglia Family is well known in the community for its excellent philanthropic philosophy and actions. The financial and service donations range across a broad array of worthwhile organizations, including 'Beautify Fresno.'"

- Jerry Dyer, Mayor, City of Fresno





Transition Operations for Madera County

Jurisdiction	Madera County (below 1,000 feet)
Start of Service and Term	Since 2012 9/17/2024 – 10/31/2037
Transition Service	Initiation of Franchise Agreement for residential, commercial, and multi-family collection and processing. Operation of Fairmead Landfill, Mammoth Materials Recovery Facility and North Fork Transfer Station.
Contact	Matt Treber matthew.treber@maderacounty.com (559) 675-7811 200 West 4 th Street, Madera
Scope of Services	13,000 customers 22 collection vehicles, collecting 300 tons per day Mammoth Materials Recovery Facility 100 tons per day Fairmead Landfill 900 tons per day North Fork Transfer Station 30 tons per day

In 2012, Madera County moved swiftly to release a bid and secure a new waste management partner, selecting Caglia. From contract execution to service commencement, the entire transition was completed in just over 90 days—an unprecedented timeline.

The County had no access to customer data or route information from the previous provider, who was unwilling to cooperate. This left Caglia to develop routes, build a customer database, and implement billing systems for more than 10,000 customers from the ground up.

To establish new service routes, Caglia engaged directly with customers through targeted direct mail and informational packets. These materials introduced Caglia as the new hauler, detailed available service options, and highlighted new programs. Just two weeks before the transition was set to begin, the previous provider began pulling containers from customer homes without warning. This created immediate disruption, and Madera County used reverse 911 calls to notify the public, informing them of the equipment removal and how to contact Caglia for services.



Despite these obstacles, Caglia worked tirelessly to establish accounts for all customers, personally speaking with each one to collect essential information for billing, service options, and collection days. Caglia deployed a call answering service to assist with fielding the calls to the correct area and set up a temporary customer service center in the Fresno office.



**For over 30 days,
Caglia handled
more than 400
calls per day, ensuring
that all customers were
successfully enrolled
with service.**

Caglia placed temporary roll-off containers throughout the County and prioritized customers who needed new equipment. By the service commencement date, Caglia had distributed all necessary equipment. Using resources from the Fresno divisions and Caglia's sister company, Electric Motor Shop, the team successfully delivered over 2,500 frontload containers, 60 roll-off bins, and 5,000 automated carts within three weeks.

Each crew, led by a supervisor, managed delivery schedules and entered serial number data into the customer service system via tablets. The drivers and ground support teams ensured that each delivery included educational materials and photographic verification of the delivery.



In the weeks leading up to the transition, Caglia began collecting waste three days early to account for the previous hauler's discontinued routes in select areas of the County. Our drivers were instructed to collect all material placed out for pickup, regardless of whether the customer had signed up for service. Caglia retained key employees from the former provider and hired locally based staff, familiar with the region to ensure continuity.



The Madera County transition was one of the most complex in the San Joaquin Valley, but through meticulous planning, strategic resource allocation, and an all-hands-on-deck mentality, we delivered a successful roll-out.

Madera County: Implementation of New Services

Transition to Automated Service - 2014

In 2014, Madera County decided to move forward with the removal of all self-provided hand-can service and move to fully automated collection. The procurement of two new automated collection vehicles and one additional driver for the change in services, with a 4-month timeline also included; public education and outreach and the development of placement instructions attached to the bins and carts.



Caglia rolled out over 150 frontload bins and 3,000 automated carts in five days with two delivery crews.

Addition of Recycling Services - 2015



Caglia delivery crews spent six days on the roll-out of 70 frontload bins and 7,500 automated carts for the addition of residential, commercial, and multi-family recycling services. Extensive reporting was developed to manage the CalRecycle mandate and ultimately satisfy the obligations for Madera County. All schools were included in the roll-out of recycling services with educational sessions provided in most school classrooms. Three additional trucks were procured, and three additional drivers trained over a 5-month transition timeline. A full-time Recycling Coordinator was onboarded to release the Caglia educational programs and to visit each business, multi-family complex, and local school.

Implementing Organics Services - 2017



In response to AB 1826 and to provide additional recovery efforts in Madera County, organic recycling services were implemented. Caglia Environmental swiftly developed an Organics Recovery Plan and assisted the County in providing compliant services. All commercial businesses and multi-family complexes were visited and provided with collection services. High-density residential Public Utility Districts received a third cart for the collection of green waste. The Madera delivery crew rolled out 50 frontload bins and 900 automated containers over the course of three days.





Transition Operations for Malaga County Water District

Jurisdiction	Malaga County Water District
Start of Service and Term	Since 2006 Expires: 7/31/2036
Transition Service	Initiation of agreement for residential, commercial, and multi-family collection and processing.
Contact	Charles Garabedian Charlesjr62@gmail.com (559) 485-7353 3580 S. Frank Street, Fresno
Scope of Services	300 customers 1 collection vehicle, collecting 2,500 tons per year

Caglia successfully executed a seamless transition for Malaga, completing the entire roll-out of 60 frontload bins and 900 automated carts in a single day with two dedicated delivery crews. To ensure there were no disruptions in service, Caglia collected the incumbent's containers and promptly returned them to their yard. Caglia's Recycling Coordinators visited all commercial and multi-family complexes to assess service needs and distribute educational materials. The delivery crews meticulously entered serial number data into our customer service system using tablets, ensuring accurate records for each customer.

Each delivery was accompanied by educational materials, and our drivers and ground support teams verified every delivery with photographic documentation.



To guarantee a smooth transition, one of our Lead Drivers was assigned to Malaga. This individual oversaw the roll-out, trained the new collection driver, and ensured that service was implemented without any issues.



Transition Operations for Del Rey Community Services District

Jurisdiction	Del Rey Community Services District
Start of Service and Term	Since 2008 Expires: 6/30/2030
Transition Service	Initiation of agreement for residential, commercial, and multi-family collection and processing.
Contact	Carlos Arias drcsd@pacbell.net (559) 888-2272 10649 Morro Avenue, Del Rey
Scope of Services	300 customers 1 collection vehicle, collecting 2,600 tons per year

Despite the lack of routing and customer information from the previous provider, Caglia successfully executed a seamless transition for the Del Rey community. Through proactive outreach campaigns, Caglia provided residents and businesses with clear communication about the upcoming transition. Recycling Coordinators visited local businesses and multi-family complexes to assess service needs and ensure proper service levels. As part of the transition, we collected the incumbent's containers and returned them to their yard, preventing any disruptions in service.

The delivery crew diligently entered serial number data into the customer service system using tablets, ensuring accurate records. Each delivery was accompanied by educational materials, and drivers and ground support teams documented each delivery with photographic verification.



To further ensure a smooth transition, one of our Lead Drivers was assigned to Del Rey. This individual played a key role in overseeing the roll-out, training the new collection driver, and ensuring the community received seamless service from day one.

Highlights of Key Personnel Transition Experience

City of Los Banos, CA

Year: 2000

Residences: 6,600 – Delivery of over 20,000 automated carts

Services: Waste, Recycling, and Yard Waste

Key Management: Keith Hester & Rob Emerson

City of Atwater, CA

Year: 2002

Residences: 5,000 – Delivery of 10,000 automated carts

Services: Waste and Yard Waste

Key Management: Keith Hester & Rob Emerson

City of Fremont, CA

Year: 2003

Residences: 50,000 – Delivery of over 150,000 automated carts

Services: Waste, Recycling, and Yard Waste

Key Management: Rob Emerson

City of Elk Grove, CA

Year: 2004

Residences: 37,300 – Delivery of over 100,000 automated carts

Businesses: 1,200 – Delivery of 2,500 frontload bins

Services: Waste, Recycling, and Yard Waste, Oil/Filter Collection

Key Management: Keith Hester

City of Citrus Heights, CA

Year: 2006

Residences: 20,800 – Delivery of over 60,000 automated carts

Businesses: 595 – Delivery of over 1,000 frontload bins

Services: Waste, Recycling, and Yard Waste, Oil/Filter Collection

Key Management: Keith Hester

Fresno County Unincorporated

Year: 2006

Residences: 11,000 – Delivery of over 30,000 automated carts

Businesses: 300 – Delivery of 400 frontload bins

Services: Waste, Recycling, and Yard Waste

Key Management: Keith Hester & Rob Emerson

City of Dos Palos, CA

Year: 2006

Residences: 1,500 – Delivery of 3,000 automated carts

Services: Waste and Yard Waste

Key Management: Keith Hester & Rob Emerson

City of Fresno, CA

Year: 2011

Businesses and Multi-family: 7,000

Services: Waste, Recycling, and Organics

Key Management: Rob Emerson

Big enough to serve you. Small enough to know you.



We Provide Local Leadership with National Support

In 2018, Caglia Environmental was honored with a unique invitation to join the prestigious Independent Waste Haulers Network (IWHN), a highly selective coalition of top-tier waste management companies. As the exclusive San Joaquin Valley representative, we've gained access to a wealth of resources that would otherwise be out of reach for most local operators.

The network, which is bound by non-compete, consists of 75 leading waste collection companies and operates a combined fleet of over 4,000 collection vehicles and 3 million collection containers. They are a robust and critical support system including access to collection vehicles, a driver and equipment network sharing, and access to more vehicle parts than any regional dealer.

The IWHN serves as a forum for collaboration and knowledge-sharing, where members can exchange best practices, explore innovative solutions, and troubleshoot operational challenges together. Beyond the main meetings, IWHN has developed a series of specialized focus groups covering a wide range of topics, from equipment maintenance and parts-sharing programs to truck rental programs and contract implementation strategies.

This network has been an invaluable asset, offering Caglia Environmental access to a robust support system of waste industry owners, senior-level management, and technical specialists.



2.4 Key Personnel

Our strength comes from the organization we have formed over the years. Our dedicated leadership team works harmoniously to better serve residents, businesses, and the City.

- Combined, our leadership team and key personnel have more than 200 years of experience providing collection and processing operations as well as excellent customer service.
- Several members of our key management staff live in Clovis and are dedicated to providing the best services to the City they call home.
- Prioritize hiring from Clovis for our new staff.

Overview of Key Staff

 Richard Caglia	Contract Negotiations & Contract Oversight
 Keith Hester	Government Liaison, 25% time designated to Clovis
 Rob Emerson	Service Liaison, 25% time designated to Clovis
 New Hire*	Route Supervisor, designated 100% to Clovis
 Jennifer Joaquin	Diversion Coordinator, designated 100% to Clovis
 Nancy Cha	Controller
 New Hires*	2 Full Time CSRs designated 100% to Clovis



Caglia is proud to have bilingual employees on our team including Daniel Ramos, our Operations Manager, and Nancy Cha, our Controller.

Refer to Section 4.5 for our plan to hire new staff members dedicated to our operations in the City of Clovis.

Dameisha Heard | Operations Supervisor



Primary Contact : Keith Hester
(559) 417-8307
khester@cagliarecycling.com
3457 S. Cedar Ave.
Fresno, CA



RICHARD CAGLIA

**OWNER & PRESIDENT
CORPORATE DEVELOPMENT**

Contact

(559) 451-1117
richard@caglia.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- City Contracts
- Regulatory Affairs

Background

- Juris Doctorate, San Joaquin College of Law
- Bachelor of Arts, Business Administration, California State University, Fresno
- Graduate, San Joaquin Memorial High School

Richard has been directly involved with business development, community interactions, and government relations as the President of Corporate Development for the Caglia Family of companies for the last 16 years. Richard has been the principal contact with both the City of Fresno and the County of Madera contracts. As President of Corporate Development, Richard has been negotiating with various parties over the last decade to obtain additional tonnages for processing, recycling and disposal at the various Caglia Family-owned waste and recycling operations. Additionally, Richard has 13 years of marketing experience with sales of wholesale and retail electrical equipment with the Electric Motor Shop.

Primary Responsibilities

Richard oversees all regulatory affairs for the Caglia Family of companies. Richard has a history of going before local and state boards and commissions and was responsible in obtaining the Solid Waste Facility Permit for the Cedar Avenue Recycling & Transfer Station from the California Integrated Waste Management Board.



DEREK LARSEN

CHIEF FINANCIAL OFFICER

Contact

(559) 779-0031

Derek.larsen@electricmotorshop.com

3457 S. Cedar Ave.
Fresno, CA

Contract Roles

- Financial Assurance & Compliance
- Contract Pricing

Background

- Chief Financial Officer, Caglia Environmental
- Senior Accountant, Lozano, Diebert and Company, Fresno
- Staff Accountant, Hills, Renaut, Homen & McCormick, Fresno

Derek has over 25 years of experience in the solid waste and recycling industry working with the Caglia Family Companies as both an outside consultant and as the Chief Financial Officer. Derek is responsible for all financial reporting, oversight of all internal accounting and billing procedures, compliance with Caglia Family business policies and is an active participant in all Caglia Family financial business matters.

Primary Responsibilities

Derek is highly organized and has vast real-world experience in internal/external reporting, working capital management, budget forecasting, cost accounting, cash management and complex project management. His excellent communication, problem solving and decision-making skills help him develop and implement effective Caglia Family business solutions.

Derek will provide financial oversight for the Caglia Environmental package of services.



RICHELLE CAGLIA

EXECUTIVE ASSISTANT

Contact

(559) 360-5302
richelle.caglia@electricmotorshop.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Oversight of mobile technology
- Employee advancement opportunities
- Risk Management

Background

- Corporate Secretary, Caglia Environmental
- Women's Leadership Development Team, Caglia Environmental
- Executive Assistant to Dick and Sally Caglia
- Holistic Health Consultant, Key Largo, Fresno

Richelle plays a key role in supporting the growth of the organization through a variety of functions. She is co-responsible for corporate governance, ensuring the organization's activities align with internal policies and regulatory requirements. She oversees the company's mobile technology, ensuring that all devices align with the needs of the business. In addition, she collaborates on talent acquisition, employee compensation, benefits, employee development, and fostering a positive workplace culture.

Primary Responsibilities

Richelle focuses on employee recognition and career advancement programs, celebrating achievements and promoting a culture of appreciation. She works with the CFO to monitor financial operations on behalf of our shareholders and oversees banking functions, ensuring fidelity and compliance with financial regulations, in addition to sitting on the Risk Management committee. Richelle co-manages corporate donations and sponsorships, supporting the engagement through charitable contributions and partnerships.



KEITH HESTER

GENERAL MANAGER & GOVERNMENT LIAISON

Contact

(559) 417-8307
khester@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Contract Adjustments
- Business Management
- Official Correspondence
- Government Liaison

Background

- General Manager, Caglia Environmental
- General Manager, Republic Services
- General Manager, Norcal/ Recology
- Operations and Safety/ General Manager, BFI/ Allied

Keith has demonstrated his expertise and knowledge of the solid waste industry since 1985. Promoted to the position of General Manager in just a few short years, he had extensive experience in launching and managing municipal contracts. In his career he administered the solid waste contracts for Gilroy, Los Banos, Dos Palos, Atwater, Fresno, Fresno County, Clovis, Madera County, Morgan Hill, South Santa Clara County, San Benito, Sacramento, Rancho Cordova, Elk Grove, Citrus Heights, and Salinas. Keith also serves as a member of Board of Directors for the Solid Waste Association of North America (SWANA's) Sierra Chapter.

Primary Responsibilities

As General Manager, Keith manages solid waste, recycling, and organics operations, transfer stations, MRFs, sales, accounting/finance, customer service, and safety/environmental compliance. He oversees all employees that provide service to customers and operates Caglia's facilities.



NICK CAGLIA

SALES & CUSTOMER RELATIONS MANAGER

Contact

(559) 994-6214
nickc@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- CUSD Account Management
- Roll-Off Services
- Customer Service

Background

- Sales and Customer Relations Manager, CARTS
- Account Executive, Valley Yellow Pages
- Account Executive, Countrywide Home Loans

Nick has extensive experience in the waste management and services industry. Over the years, he has held key leadership positions showcasing his strategic oversight and operational excellence. His professional journey includes roles in business development, operational leadership, and management, driving the performance of the Caglia brand. Nick has been instrumental in forming partnerships and promoting innovative practices within the industry to enhance sustainability efforts and community engagement.

Primary Responsibilities

Nick is responsible for overseeing operational strategies, ensuring compliance with environmental and safety regulations, and spearheading initiatives that align the company's commitment to sustainability and community involvement. He manages the coordination of services, drives process improvements, and leads teams in achieving performance goals. Nick collaborates with municipal partners to maintain effective waste and recycling services that benefit the communities we serve.



NANCY CHA

CONTROLLER

Contact

(559) 448-6393
nancyc@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Contract Pricing
- Financial Records
- Customer Service

Background

- Controller, Packaging Corporation of America
- Controller, Aramark
- Financial Analyst, Central California Faculty Medical Group

As a Director with over 15 years of experience in accounting and finance, P&L management (in accordance with GAAP), FP&A, month-end close, cash flow reporting, variance and financial analysis, KPI metrics, and team management, Nancy is an executive leader focused on driving top-line revenue while controlling costs. She has experience working with cross-functional teams, analyzing operations, and implementing effective systems, strategies, and processes to improve organizational performance and profitability.

Primary Responsibilities

Nancy is responsible for all financial reporting, oversight of all internal accounting and billing procedures, and compliance with Caglia Family business policies. She is highly organized and has vast real-world experience in internal/external reporting, working capital management, budget forecasting, cost accounting, cash management, and complex project management. Nancy develops and implements effective Caglia Family business solutions and provides financial oversight for the Caglia Environmental package of services.



DAVID POMAVILLE

DIRECTOR, ENVIRONMENTAL HEALTH & SAFETY

Contact

(559) 446-5691
davidp@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Safety Reporting
- Environmental Hazards
- Community Health

Background

- Director of Environmental Health and Safety, Caglia Environmental
- Director of Public Health, Fresno County
- Director of Environmental Health

David has worked extensively in the field of Public and Environmental Health managing programs and teams that provide infectious disease control, emergency medical services, health and safety inspections, industry education, and emergency management. His work has focused on the development and implementation of programs and services that keep our community safe and protect the environment.

Primary Responsibilities

David is responsible for the safety of employees in their workplace. This includes creating and implementing a safety plan, training employees on safety protocols, and responding to emergencies and hazardous situations. He is also responsible for ensuring that the workplace is compliant with all safety and environmental regulations.



ROB EMERSON

DIRECTOR, COLLECTION OPERATIONS & SERVICE LIAISON

Contact

(559) 647-9738
robe@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Driver Management
- Maintenance Management
- Container Management
- Service Liaison

Background

- Director of Collection Operations, Caglia Environmental
- Operations Manager, Allied Waste
- General Manager, Allied Waste
- Operations and Safety, BFI

With 39 years of experience in the solid waste industry, Rob joined Caglia Environmental in August 2020. As the Director of Collections and Operations, he is responsible for leading the operations and maintenance departments. Rob has experience in managing solid waste and recycling operations and maintenance, customer service, and safety/ environmental compliance. Throughout his career, he has managed hundreds of employees servicing municipal and commercial customers' solid waste, recycling, and organics needs in multiple municipalities. Rob serves on the Board of Directors for the Clovis Chamber of Commerce.

Primary Responsibilities

Rob oversees all collection activities, including route managers and collection drivers. He also has overall responsibility for maintenance activities that relate to collection vehicles and containers. Rob ensures compliance with all driver and vehicle DOT regulations.



JUSTIN RAYMOND

DIRECTOR, POST COLLECTION OPERATIONS

Contact

(559) 994-4553
justinr@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Commodity Sales, Marketing & Quality Control
- HHW Program Coordination
- Transition Management

Background

- Director, Post Collection Operations, Caglia Environmental
- Division Manager, Caglia Environmental
- Operations Manager, Caglia Environmental
- Route Supervisor, Caglia Environmental
- Warehouse Supervisor, It's My Party Rentals

Raised in the industry and following in his late father's footsteps, Justin has served most of his adult life with Caglia Environmental. Over 18 years ago, Justin joined the team, where he gained the unique experience of serving in many positions that eventually led to operations management. Over the past 10 years, Justin has progressed in responsibility and position, which has given him valuable employee buy-in and feedback along the way. His advanced knowledge of the industry has given him the opportunity to speak at several engagements, including SWANA WasteCon on implementing Mandatory Collection Services in Rural Communities.

Primary Responsibilities

Justin has responsibility for all operations after the collection of material. He oversees all Caglia facilities, which include the Central Valley's largest material recovery campus, both open and closed landfills, rock recycling plants, construction and demolition processing, household hazardous waste programs, and organics management units.



NASREEN JOHNSON

DIRECTOR, COMMUNITY RELATIONS & EXTERNAL AFFAIRS

Contact

(559) 614-7143
nasreenj@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Community Sponsorships
- Community Development Programs
- Donations

Background

- Director, Community Relations and External Affairs, Caglia Environmental
- Communications Strategist, ACLU
- Director of Marketing and Communications, Fresno EOC
- Marketing Manager, Eurodrip USA
- Bachelor's Degree, Business Management MBA in Global Business, Fresno Pacific University.

As a communications professional with over 20 years of experience in marketing, communications, and public relations, Nasreen joined the Caglia Team in 2021 to enhance the connection with the local community and Caglia. She has worked in the non-profit and agriculture sectors and supported the communications efforts of many local businesses. As an engaged and active member of the community, Nasreen participates in numerous community events and initiatives. She possesses a keen eye for detail and a knack for thoroughly researching and analyzing complex problems and bringing solutions to the table.

Primary Responsibilities

Overseeing community relations, Nasreen is a familiar face in the community, ensuring that Caglia Environmental lives up to its reputation and history in the Central Valley.



CASARRA ARAGON

MARKETING & OUTREACH MANAGER

Contact

(559) 474-1770
casarraa@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Customer Outreach
- Social Media Management
- Design/ Content Creation
- Diversion Reporting & Compliance

Background

- Marketing and Outreach Manager, Caglia Environmental
- Senior Operations Specialist, Caglia Environmental
- Operations Specialist, Caglia Environmental
- Classified Substitute, Fresno USD

Casarra is self-taught and has provided marketing and community outreach support for the Caglia Family of companies since 2015. Her experience in the waste industry as an Operations Specialist has provided her with valuable knowledge of the business, allowing her to effectively communicate with the public. Casarra promotes recycling education and location-specific guidelines through online communications, social media, and community events.

Primary Responsibilities

Casarra is responsible for creating and distributing all outreach material for municipal customers, school districts, and other customers that require outreach by contract. Additionally, she maintains and upgrades the company website, distributes and addresses any customer inquiries through social media or the website, and enhances the company's social media presence. She and her team interact with various municipal agreement and school district points of contact to ensure compliance with California's recycling laws.



DANIEL RAMOS

OPERATIONS MANAGER

Contact

(559) 994-5379
danielr@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Dispatch Management
- Special Services
- Roll-Off Program

Background

- Operations Manager, Caglia Environmental
- Dispatcher, Caglia Environmental
- Dispatcher, Waste Connections
- Data Entry, Sat Kratar Bookkeeping, Selma CA

For over 20 years, Daniel has been involved in the dispatching, routing, and management of waste and recycling collection drivers in various communities throughout the Central Valley. Having lived and worked in the Central Valley his entire life, he has a unique way of connecting with his drivers and encouraging them to go above and beyond in the communities they serve. He has high expectations to uphold, and safety is always his top priority. Having the opportunity to work with Frank Caglia directly is a memory Daniel will keep forever. The examples of leadership Frank set many years ago continue to live on as the foundation for many members of the leadership team.

Primary Responsibilities

Before most people start their day, Daniel is at the Fresno Dispatch Center where he has daily tailgate meetings with the drivers to establish their routes for the day. He manages the roll-off program and all special services, including the grapple trucks for bulky item collections.



JAVIER CAMACHO

FLEET MAINTENANCE MANAGER

With over 25 years of experience in commercial fleet maintenance, Javier is a seasoned leader who specializes in waste collection vehicles. With hands-on experience throughout the U.S., he sets a high standard to ensure that all aspects of his department are in complete alignment with the organization's mission to comply with all environmental and state laws.

Contact

(559) 896-4777
javierc@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Fleet Management
- Operations Equipment
- Container Maintenance

Background

- Division Fleet Manager, Waste Pro
- Division Fleet Manager, Republic Services
- Branch Manager, Betts Truck Parts & Services
- Division Fleet Manager, Republic Services

Primary Responsibilities

Javier manages the maintenance staff for the Fresno fleet. He is responsible for hiring, training, scheduling work assignments, and performance management, as well as overseeing maintenance costs related to personnel, purchasing, inventory management, and outsourcing of repairs. Javier ensures that the fleet follows DOT regulations, the vehicle management system, and adherences to company policy regarding quality and safety standards.



JENNIFER JOAQUIN

DIVERSION COORDINATOR

Contact

(559) 612-6214
jenniferj@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Recycling Ranger Coordinator
- Regulatory Reporting
- Recycling Education
- Commercial Waste Audits
- Residential Route Reviews

Background

- Recycling Coordinator, Caglia Environmental
- Recycling Coordinator, Republic Services
- Lead Medical Assistant, Saint Agnes Medical Providers
- Medical Assistant, Sierra Pacific Orthopedic Center

Jennifer is an experienced and dedicated Diversion Coordinator who contributes significantly to sustainable practices in the communities Caglia serves. With a passion for environmental stewardship, she embodies a philosophy centered on fostering local businesses to create a greener, more vibrant community. Her commitment to sustainable practices aligns seamlessly with the City's mission, making her a valuable asset to both our company and the local business community.

Primary Responsibilities

Jennifer is the familiar face you will see around the City of Clovis, moving door to door providing recycling education to schools, businesses, MFD complexes, and residential neighborhoods. She also works with businesses to perform Diversion Opportunity Assessments and waste audits that help evaluate proper service, educational materials, and internal collection containers.



COREY STONE

PROCESSING MANAGER

Corey Stone, a Clovis native, is committed to sustainability in the Central Valley. After a career as a licensed Professional Engineer involved in projects like CUSD schools and local hospitals, he now serves as Processing Manager at Caglia's CARTS MRF, blending technical expertise with community focus. As Chairman of the Clovis Chamber of Commerce, he champions "The Clovis Way of Life," honoring the area's history while promoting a prosperous future.

Contact

(559) 649-1185
coreys@cagliarecycling.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Processing Management
- Recycling Material Composition Studies
- Technology & Process Education

Background

- Processing Manager, Caglia Environmental
- Plant Maintenance Manager, Caglia Environmental
- Licensed Professional Electric Engineer (PE), TETER
- Bachelor of Science, CSU Fresno

Primary Responsibilities

At CARTS, Corey manages the MRF and Construction & Demolition (C&D) operations. He oversees sorting technology and personnel, having led the installation of AI-driven robotics systems that optimize processing efficiency and reduce waste sent to landfills. Corey's work aligns with his vision of using innovative technology to enhance recycling and waste management practices, contributing to Caglia's reputation as a leader in sustainable waste management.



TRICIA HAMMOND

HUMAN RESOURCES MANAGER

Contact

(559) 650-1153
tricia.hammond@electricmotorshop.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Employee Hiring
- New Employee Training

Background

- Human Resources Manager, Caglia Environmental
- Human Resources Generalist, Ipsos
- Office Manager, Financial Title Company
- Customer Service Specialist, Steward Title Company
- Receptionist, ADCO Manufacturing

Tricia is a detail-oriented Human Resources Manager with 10 years of experience in Generalist and Recruitment roles. She possesses advanced knowledge of employment laws, benefit compliance, and payroll processing. Tricia effectively utilizes her strong negotiation skills to achieve favorable outcomes in account collections, vendor contracts, and talent acquisition.

Primary Responsibilities

Tricia is an experienced generalist known for her exceptional resourcefulness and creative problem-solving skills. She is adept in communications with customers, employees, and management, demonstrating strong abilities in building and maintaining relationships. Tricia leverages her extensive financial and mathematical expertise to ensure the timely and accurate processing of payroll and budget management, aligning with organizational objectives and company goals. Additionally, she is responsible for the coordination, execution, and management of events, meetings, and industry engagements.



YING YANG

HUMAN RESOURCES COORDINATOR

Ying directly reports to Tricia Hammond and is responsible for the following tasks during the transition and throughout the term of the Franchise Agreement:

Contact

(559) 233-1185
yingyang@electricmotorshop.com
 3457 S. Cedar Ave.
 Fresno, CA

Contract Roles

- Assistance with Employee Hiring
- New Hire Orientation

Background

- Administrator Coordinator, Aramark Uniform Services
- Benefits Representative, Table Mountain Casino
- HR Assistant, Table Mountain Casino
- HR Assistant, Lyons Magnus Inc.

Primary Responsibilities

Ying is in charge of processing weekly payroll, creating pay sheets using Route driver's commission sheet to pay out drivers, and reviews, reconciles, and approves timecards. Ying prepares new hire paperwork and conducts new hire orientations.

Ying maintains confidential files and assists with processing medical claims and month end and year end finance data entries. Working knowledge and understanding of 401K, Flex-125, Short Term Disability, Medical, Dental, Vision, life insurance, and voluntary benefits.

New Hires

New personnel will be hired for our operations in Clovis. We will recruit and hire one (1) Route Supervisor, and two (2) Customer Service Representatives (CSRs) who will work out of our local Clovis office. The basic job duties of the new hires are described below. Total new staff includes: 1 FTE Recycling Ranger, 1 Route Supervisor, 2 CSRs, 1/2 Time Container Distribution Driver, 17 drivers, 2 Maintenance Technicians, 1 Diversion Coordinator.



NEW HIRE ROUTE SUPERVISOR

The **Route Supervisor** will report directly to Daniel Ramos, Caglia's Operations Manager, and is responsible for the following tasks during the transition and throughout the term of the Franchise Agreement:

Contract Roles

- Monitors daily route operations and efficiencies
- Manages safety training and meetings, conducts safety and productivity observations, completes safety reporting, and leads the safety team.
- Responds to driver reports of problem pick-ups, unsafe conditions, and/or hazardous waste.
- Investigates accidents, injuries or damage claims.

Primary Responsibilities

Oversees drivers and collection operations and devotes one hundred percent (100%) of their time to the City of Clovis. Resolves unusual or nonscheduled service requests, customer requests, inquiries, and complaints, equipment breakdowns, and other changes to daily operations. Coordinates with other departments and customers to improve customer service. Reviews route sheets and driver time sheets to monitor route productivity.



NEW HIRE

CUSTOMER SERVICE REPRESENTATIVE

The **Customer Service Representative** will report to the Customer Service Manager and is responsible for the following tasks during the transition and throughout the term of the Franchise Agreement.

Contract Roles

- Manage customer accounts
- Execute billing functions
- Answer customer questions and concerns
- Recordkeeping and reporting through customer service software

Primary Responsibilities

- Accurately manage customer accounts, assist customers with initiating or terminating services, and input customer information in payment systems.
- Responds to customer inquiries promptly, courteously, and professionally.
- Ability to verify payment information, take payments over the phone as needed, and audit cash applications to resolve all variances and discrepancies promptly.
- Generate daily work orders to facilitate operational tasks.
- Execute billing functions as required per company policies.
- Perform general accounting tasks
- Contribute to other special projects, implementations, and tasks as directed.
- Ability to adapt and grow with upgrades and changes to software and procedures.

2.5 Labor Agreements & Wages



Although Caglia does not have a bargaining agreement with Teamsters Local 431, our employees are provided commensurate wages and a similar benefits package. It is not our intention to enter into a bargaining agreement, but Caglia is committed to prioritizing the hiring of qualified displaced employees and ensuring they are fully trained to understand Caglia customer service and collection requirements. We understand that the transition of a job can feel uncertain, but our management staff has decades of experience transitioning collection agreements and providing these employment onboarding services.

Refer to Section 4.5 of our Implementation Plan and Section 10 on our driver recruiting and training plan for additional information on employee hiring and benefits.

Our Employee Perks & Benefits

Full-time employees working 30 hours or more per week are eligible for the following benefits:

- | | |
|---|--|
| <ul style="list-style-type: none">• Health Insurance Plan• Dental Plan• Vision Benefits• Flexible Spending Account• Health Savings Account• Health Reimbursement Arrangement | <ul style="list-style-type: none">• Employee Assistance Program• 401K and/or Roth Retirement Plan• Voluntary Life / Disability Insurance• Legal Shield – Consultation and Identity Theft Services• Vacation Pay/Sick Pay |
|---|--|



Watch our YouTube video to learn why
Caglia Employees love working here.



“When you find a company
where people are here for 15,
16, even 20 years, that means
that they have value and they
care about their employees”
- Tila, Operations Specialist

“I like coming in every day
and knowing that the team I
have will support me through
everything.” - Dameisha,
Operations Supervisor



[Watch our video](#)

***“It’s a great opportunity
because you learn new things,
and they help you out to get
more knowledge”***



**- MARCIAL GUERRA,
MRF MAINTENANCE MECHANIC**

2.6 Financial Information

Caglia has provided the most recently audited financial statements for Caglia Environmental and Affiliates that is provided as a combined audited financial package in Appendix C. These shall remain CONFIDENTIAL at all times.



Dear Review Committee,

This statement confirms that there have been no material changes regarding the audited financial statements dated December 31, 2023, and submitted with this proposal for the City of Clovis Request for Proposals for Recyclable and Organic Materials Collection, Processing and Marketing.

If you have any questions or concerns, please contact me, Derek Larson, Chief Financial Officer at Caglia Environmental, at your earliest convenience.

A handwritten signature in black ink that reads "Derek Larson". The signature is fluid and cursive.

Derek Larson

Chief Financial Officer
Caglia Environmental

2.7 Past Performance Record

Litigation & Regulatory Actions



Litigation. Caglia has one current litigation activity involving Caglia Environmental, LLC. and the City of Selma (Case No. 23CECG04734); regarding an issue with its municipal code. The case is currently at the Fresno County Superior Court.

Over the past 5 years, Caglia has had 60 inspections from CalRecycle and the Local Enforcement Agency with zero violations or areas of concern. Caglia has never had a permit, franchise, license, entitlement or business license revoked.

Payment of Fines, Penalties, Settlements, or Damages



Caglia has not been assessed any fines, penalties, liquidated damages, charges or assessments from a public agency as a result of solid waste management services in the last five (5) years.

Caglia has had two instances where citations were issued by State of California, Department of Industrial Relations, Division of Occupational Safety and Health in the last five (5) years. None of the violations were deemed willful or repeated. Citation details and fines are listed below:

A planned inspection on March 27, 2020 at 21739 Road 19, Chowchilla, CA 93610 yielded four citations with penalties totaling \$2,195.

An accident on October 5, 2021 yielded one citation with a penalty of \$5,850.

All safety issues were immediately addressed and policies were updated as needed.

Performance Highlights

“

“Their waste collection and recycling services have consistently exceeded our expectations, ensuring our campus remains clean and well-maintained.”

CHRIS PETTY, DIRECTOR OF PLANT
OPERATIONS, CLOVIS UNIFIED SCHOOL DISTRICT



“Caglia’s commitment to meeting our needs has contributed to the success of our projects, staff, and students.”

- Lacey Wolf, Buyer II, Purchasing Department, Clovis Unified School District

“I have known both the Owner and General Manager of Caglia for many years, and both have a strong commitment enhanced with great personal and business integrity to the communities they service.”

- Sam Lucido, Owner, Lucido Properties



Satisfactory Performance in Other Agreements

Caglia has established itself as a leader in the Central Valley for collection, transfer, and processing of solid waste, recyclables, and organic materials. We have ensured that our communities are prepared to meet the State recycling requirements for diversion activities, while promoting daily exemplary customer service and support for our customers.

The following is a list of references and their contact information:

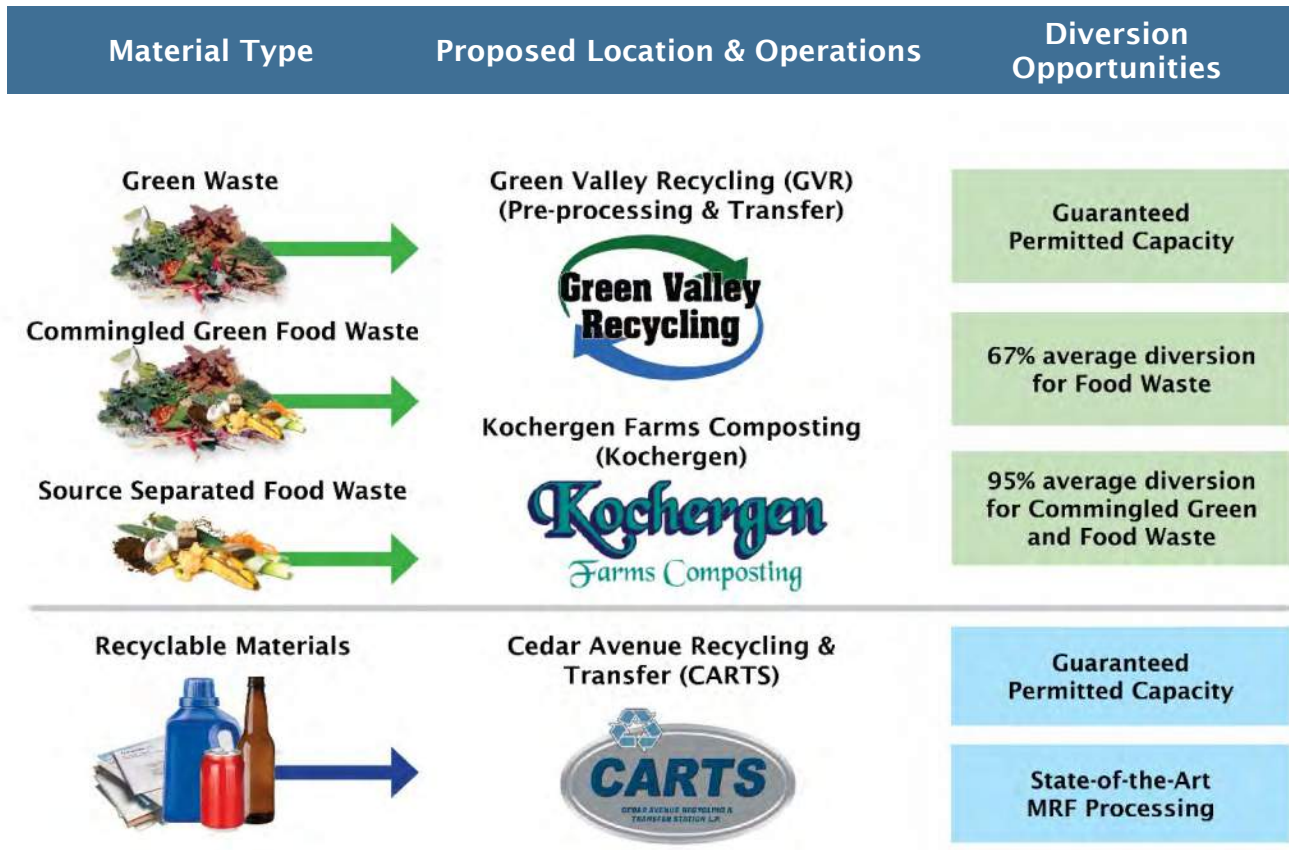
	California State University Fresno	Debbie Adishian-Astone, debbiea@mail.fresnostate.edu , (559) 278-0800
	City of Clovis Large Container Contract	Glenn Eastes glenne@ci.clovis.ca.us (559) 324-2684
	Clovis Unified School District	Janice Nye jannye@clovisusd.k12.ca.us (559) 327-9481
	Del Rey Community Services District	Carlos Arias drcsd@pacbell.net (559) 888-2272
	City of Fresno	Ahmad Alkhayyat Ahmad.Alkhayyat@fresno.gov (559) 621-1801
	County of Fresno	Daniel Amman damman@fresnocountyca.gov (559) 600-4309
	Madera County below 1,000 feet elevation	Matt Treber matthew.treber@maderacounty.com (559) 675-7811
	Malaga County Water District	Charles Garabedian charlesjr62@gmail.com (559) 485-7353
	Washington Unified School District	Dennis Vass dvass@wusd.ws (559) 495-5600

3 Technical Services



Caglia's commitment to exceptional service, advanced technology, and environmental sustainability makes us the ideal partner for the City of Clovis' diversion needs. Our dedicated fleet of collection vehicles, coupled with our close proximity to the City of Clovis, enables us to provide efficient, reliable, and timely services to residential and commercial customers alike.

Overview of Facilities



Caglia has provided a thoughtful and innovative proposal to collect and divert organics and recyclables, manage specialty materials, and prepare the City for future regulatory requirements through our investment in processing technologies, Facility expansions, and in ZEV compliant vehicles.



3.1 Recycling Materials Collection



With our strong commitment to customer service, operational efficiency, service reliability, and environmental sustainability, we are confident in our ability to deliver outstanding recyclables collection and diversion solutions to meet the City's needs and long-term environmental goals. For recyclables collection operations, we will utilize a combination of automated side loaders and front-loader vehicles that are specifically designated for use in the City of Clovis.



These new collection vehicles will be fueled by Compressed Natural Gas (CNG) engines. Our vehicles will be equipped with state-of-the-art technology, including GPS tracking and route optimization systems, ensuring timely and efficient collection services. Our experienced and well-trained drivers will follow predetermined routes to minimize travel time and maximize route productivity. The table below summarizes the personnel and equipment required to provide recyclables collection services in the City of Clovis.

Caglia Collection Equipment Details for the City of Clovis

Side-Loaders Chassis: Battle Engines Body: Amrep HX450 and/or McNeilus	13 New CNG 2025 vehicles	
	1 Used Diesel vehicle (spare & shared with organics routes, as needed)	\$525,000/Vehicle
Front-Loaders Chassis: Battle Engines Body: Amrep HX450FL and/or McNeilus	3 New CNG 2025 vehicles	
	1 Used Diesel vehicle (spare & shared with organics routes, as needed)	\$525,000/Vehicle
Staffing	17 Collection Drivers	
	1 Route Supervisor (dedicated to the City of Clovis)	
	2 CSRs & 1 Diversion Coordinator	
	2 Maintenance Mechanics	
	1 Recycling Ranger	
Residential Containers Wastequip/Toter	½ FTE Container Distribution Driver	
	Used 96-gallon carts currently in service	Replacements will be provided, as needed
Commercial & MFD Containers	NEW 96-gallon carts manufactured by Wastequip/ Toter NEW 1-6 cubic yard bins manufactured by Wastequip/ ConFab	

Container costs are provided in the Cost Proposal Forms



POST OFFICE BOX 12346
2727 E. CENTRAL AVE. ■ FRESNO ■ CA 93777
PHONE (559) 486-4310 ■ FAX (559) 233-2785
www.fresnotruckcenter.com

11/14/2024

Attn: Caglia Environmental
3457 S Cedar Ave
Fresno, Ca. 93725

This letter is our letter of commitment from Fresno Truck Center to Caglia Environmental that we will fulfill the requested 3-Front loaders and 13-side loaders order once it is received. We have worked closely with Caglia over several years and hope to continue our partnership.

Darryl Cekalski



Our Wheels Are Always Turning.

HAAKER REFUSE

To: Caglia Environmental
From: Haaker Refuse
Subject: Machine Guarantee for Javier Camacho

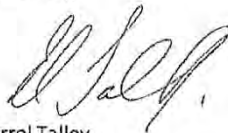
14 November 2024

Hello Javier,

Hello Javier. My name is Errol Talley and I am the Division Sales Manager for Haaker Refuse. This letter is to being drafted to guarantee Caglia the 16 Refuse Trucks needed for the contract you are trying to secure.

If you have any questions, please feel free to contact Matt Frazier at (209) 850-1541 or me directly at (909) 526-1654.

Sincerely,



Errol Talley
Division Sales Manager
Haaker Refuse
Office: (909) 598-2706 | Cell: (909) 526-1654
errol.talley@haaker.com
www.haakerrefuse.com

HAAKER REFUSE

"Nobody works harder for you than Haaker."

2070 N. White Ave, La Verne, CA 91750 | 909.598.2706 | haakerrefuse.com

DocuSign Envelope ID: EA9D7CEB-E97B-4EC1-B6E0-CCA8A91A013B



November 13, 2024

Caglia Environmental
Attn: Rob Emerson
3457 S. CEDAR AVE
FRESNO, CA 93725

Dear Rob Emerson,

Pursuant to your request regarding your City of Clovis, CA bid response for Solid Waste Collection, Wastequip (CONFAB / Toter) will be able to manufacture and deliver all your steel commercial containers and/or plastic residential containers to Caglia Environmental, or proposed distribution site, to fulfill your container obligations when Caglia Environmental is awarded the contract for City of Clovis Collection. Our manufacturing and delivery schedule is based on receiving a PO# from Caglia Environmental in alignment with the City's 8 week requirement.

We will deliver carts/bins within 8 weeks from Toter's / Confab's receipt in writing of a Purchase Order, Order Confirmation, and Markings Approvals from Caglia Environmental, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws.

Our CONFAB steel commercial containers and Toter residential plastic carts have been meticulously engineered to deliver exceptional performance in the field for waste material collection, storage, transportation, and longevity in service. We take great pride in our products' quality and functionality, attributes that are essential to supporting and enhancing the efficiency of Caglia Environmental processes and contractual execution. Our containers are built to last, requiring minimal maintenance over their lifecycle, which translates to significant cost savings.

Both CONFAB and Toter, have a long-standing reputation for excellence in manufacturing containers, and our team of experts possess the technical knowledge and experience necessary to produce containers that align seamlessly with your technical specifications. We have the capacity and know-how to supply the country's largest waste haulers, municipalities (including the City of Clovis), and state and federal government agencies with steel and plastic waste and recycling solutions. With a proven track record of delivering high-quality, reliable products, we are confident in our ability to meet and exceed your expectations.

From all of us at Wastequip, thank you for the opportunity to serve Caglia Environmental and the City of Clovis in order to execute on this important contract. If you require any further information or clarification, please do not hesitate to contact Michael Lynn, Wastequip's Regional Sales Manager, at mlynn@wastequip.com (916-203-9640).

Sincerely,

A handwritten signature in black ink that reads "Kerry Holmes".
Kerry Holmes

Vice President Sales Western Region, Wastequip
(Confab)
323-640-4078

8525 Carnegie Blvd., Suite 300 | Charlotte, NC 28211 | wastequip.com



Collection Methodology

Single-Family Residential Recycling

Collection. Recyclables will be collected from Single-Family Dwellings (SFDs) on a weekly basis utilizing a fully automated side-loader collection vehicle that can efficiently service carts. The collection vehicle approaches the household, and the driver aligns the cart tipping mechanism with the container. The driver then retrieves the container set at the curb by engaging the arm mechanism to grab the container and tips the contents into the hopper. After unloading the materials into the hopper, the empty container is returned to its original location and the driver moves on to the next residence.

Multi-Family Dwelling Recycling

Collection. Recyclables will be collected from Multi-Family Dwellings (MFDs) up to 7 times per week with a minimum of once per week utilizing a front loader

and side-loader collection vehicles, depending on the type of containers at the premises. Carts at MFD complexes can be serviced by the side-loader collection similar to how SFD carts are serviced.

Bins at MFDs and commercial properties will be serviced by the front loader collection vehicle. The driver arrives at the premises and checks for notes on the customer's account before exiting the vehicle to prepare the container and inspect for hazardous / exempt wastes. The driver positions the truck or pushes/pulls the bin into alignment with the tipping mechanism that lowers in front of the vehicle to "stab" the container with the forks. The driver will make sure to leave ample overhead clearance to lift and empty the bin.





After the container is emptied into the hopper, the bin will be returned to its previous position. As the material empties into the hopper, the driver watches the camera inside the cab to ensure all materials are unloaded. The driver then continues to the next stop on their route. Front loaders will be equipped with dual cart tippers on the cross shaft of the fork assembly, allowing for up to two (2) carts to be serviced at once, increasing collection efficiencies and reducing the number of truck passes.

Commercial Recycling Collection

Recyclables will be collected from commercial customers, at a minimum, on a weekly basis, but up to 7 times per week, in bins or carts serviced by a variety of vehicles that have been chosen to efficiently service containers. MFD and commercial customers containers are serviced by the same equipment and only slightly vary in terms of space constraints, setout limitations, etc.

City Recycling Collection

Recyclables will be collected from City locations, at a minimum, on a weekly basis, but up to six times per week, in the same manner as the services provided to commercial customers. Recycling collection services will also be provided for up to twenty (20) annual events, upon City request.

Emergency Services to the City

In addition to recyclables collection services, Caglia will also provide Emergency Services to the City of Clovis in the event of major accidents, disruptions, or natural calamities within twenty-four (24) hours (or as soon as reasonably practical) of notification from the City Contract Manager.

Route Operations

Caglia will provide SFD recyclables collection services on the same service day as the City's garbage collection. For additional details on route operations and productivity assumptions refer to Form 2 of the Cost Proposal Forms provided in Section 15 of this Proposal.

Tonnage Allocation

Our customer database and operations software system (AMCS) allows for various tracking, allocations, and reporting options across all customer types and residential and commercial routes.



The AMCS system provides real-time collection vehicle monitoring. Each container service is recorded and time-stamped, leaving a “breadcrumb” trail that can be reviewed by the Route Supervisor to ensure each route is completed. The collection vehicles daily workorders will accurately allocate each collection and customizable reports can be generated, as needed to verify compliance. Refer to Section 6.0 of this Proposal for details on the AMCS software system. For routes that have both commercial and residential collection, tonnage will be apportioned to each stream by an allocation method. Total tonnage will be based on total customers from commercial compared to residential and weighted by their container size.



Our goal is to help make recycling simple. Remember the 5 R's of Recycling.

Reduce



Start by reducing the amount of waste that comes into your home or business.

Reuse



If the item can be used again, set it aside instead of throwing it out.

Repurpose



Find creative new ways to use your item instead of disposing of it.

Repair



Consider repairing the item before replacing it.

Recycle



Place recyclable items in the blue container to give them a chance at a second life.

Approved Recyclable Materials

Newspaper
Mixed paper
Chipboard
Corrugated Cardboard
Glass Containers Of Any Color
Aluminum Cans/Bottles/Soda/Beverage Cans
Aluminum foil
Metal Items
Tin – Food/Soup Cans

Bi-Metal Cans – Cat Food Cans
Mixed Rigid Plastics – Large Plastic Bulky Items
HDPE (#2) - Milk Jugs, Detergent Bottles, etc.
PP (#5) - Polypropylene
LDPE (#4)/Film Plastic (Bagged together)
PET (#1)
Dry cell household batteries (Placed on the Recycling Cart and sealed)

Additional Recyclable Materials. Other recycled materials from CARTS is pre-baled film plastic and mattresses through our partnership with The Mattress Recycling Council (also known as Bye-Bye Mattress).



Carpet and carpet tiles are diverted from the waste stream and dropped off by the public through our collaboration with the Carpet America Recovery Effort (C.A.R.E.) program.



3.2 Recyclables Materials Processing

All recyclable materials collected from the City of Clovis will be directly hauled to the Cedar Avenue Recycling and Transfer Station (herein referred to as "CARTS") Material Recovery Facility (MRF) that is owned and operated by Caglia Environmental. Located at 3457 South Cedar Avenue in Fresno and was built by the Caglia family in 2004, the CARTS MRF is permitted to accept up to 3,100 tons per day (TPD) of commingled recyclables, construction and demolition (C&D) debris, bulky materials, and commingled organics and food waste. Our facility can manage the expected 11,500 tons per year of recyclable materials from the City.

CARTS Facts

***Avg 425 inbound trucks per day**

- 9,200 tons of MSW transfer / week
- 1,000 tons of concrete processing / week
- 500 tons of C&D processing / week

***Most Advanced MRF Technology in the Central Valley!**

- 1,600 tons of recyclables processing per week
- Optical Sorters, AI Robots & More!
- 35+ tons / hour recovery of recyclables
- More than 300,000 households are served!



In 2020, CARTS teamed up with a leading MRF equipment company (CP Manufacturing) to upgrade its MRF processing operations into a cutting-edge facility, replacing the older equipment that was installed in 2003. The \$13 million dollar investment was designed to maximize recovery and purity of commodities, in an effort to reduce residue generation and increase diversion.



The MRF operates two (2) 8-hour shifts Monday through Friday and utilizes the following processing systems and equipment:

- 1 Materials are unloaded on the tipping floor and fed into the drum feeder which helps break up material and prepares it for more efficient processing down the line. The metering system and volumetric scanning camera determine optimal material flow rate and advanced MRF controls allow instantaneous speed adjustments to ensure a consistent feed of material to the entire system. Preventing surges of material allows for better recovery and operation of the various screens, sorters, conveyers, and mechanical equipment.
- 2 After the materials are prepared for processing, conveyors bring the material to a size separating auger screen that reduces the burden on presorting and helps to protect our employees from unexpected materials by taking an initial size fraction out of the material, which improves efficiencies of downstream equipment.
- 3 Material then passes through the OCC screen (a cardboard separating screen), multiple 3-dimensional sorting screens (separating 2-dimensional fibers from 3-dimensional containers) and 4 MSS optical sorters using hi-resolution color cameras, Near-Infrared (NIR) technology and metal sensors to separate plastics and fibers. Once the MSS optical system detects the target material, a calibrated blast of compressed air moves the desired material midflight, sending it to its designated conveyor, efficiently separating materials at a high rate of speed. The optical sorters can process 800 picks per minute at conveyor speeds of 1,000 feet per second. The MSS optical sorters allow the capture of PET, HDPE, and mixed plastics.



5 Glass recovery occurs once the containers from the 3-Dimensional screens pass through the glass breaker screen, and it removes small fragments from the glass stream. The fragments are cleaned by the LightsOut system, which is a combination density and magnetic separator and removes small pieces of metal as well as the “light” portion of the material that contaminates the glass.

All containers that pass over the glass breaker screen are sent via numerous conveyors to a drum magnet where all ferrous material is efficiently removed.

6 Aluminum is recovered from the stream using an eddy current separator.

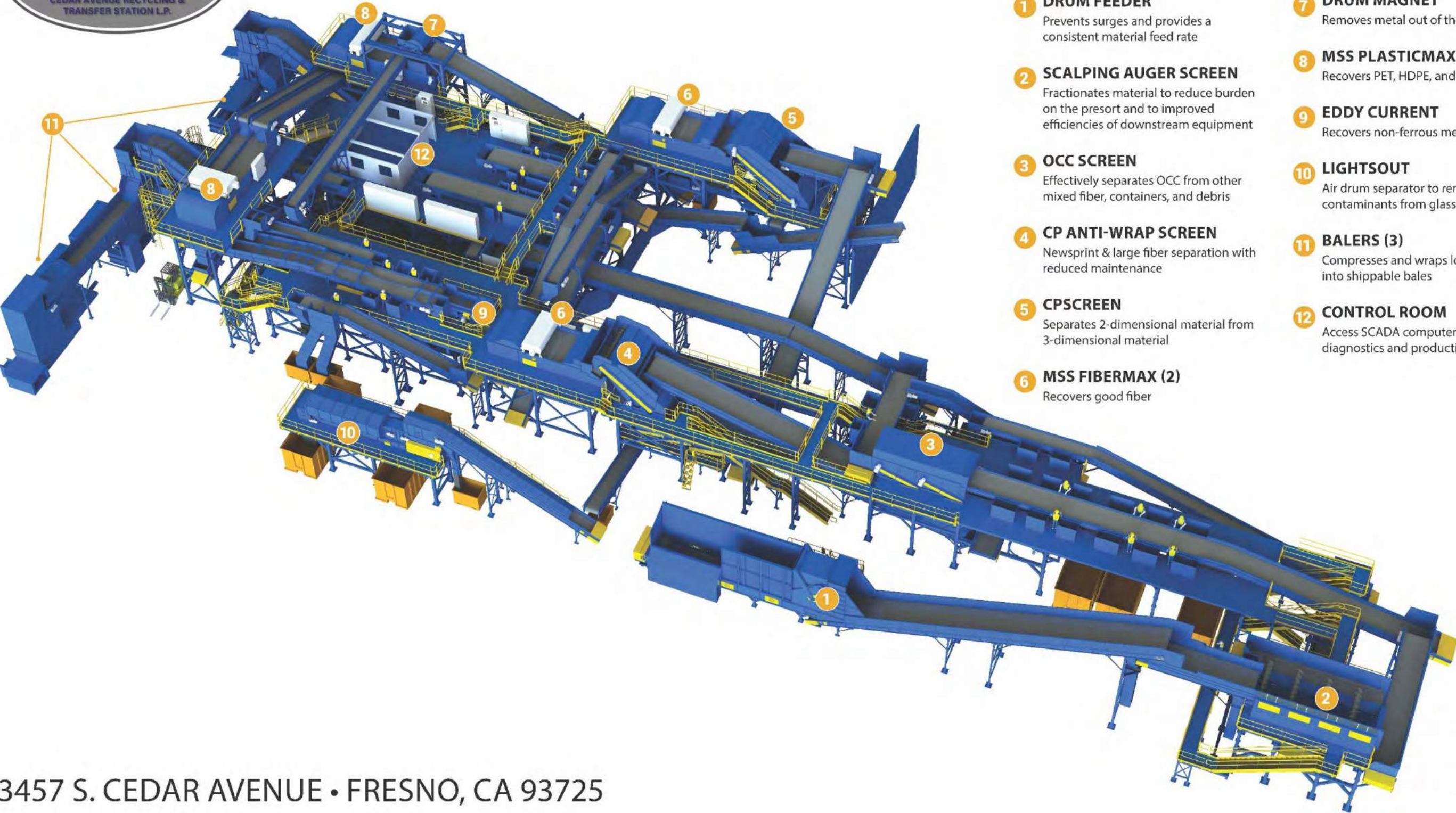
7 Following each automated process mentioned above, quality control stations are staffed by sorters to ensure the material meets or exceeds our commodity purity standards. The Advanced MRF SCADA controls system tracks the entire process including production throughput, runtime, downtime, automated shift production reports, and automated notification of motor faults or other operational conditions.

8 Artificial Intelligence (AI) driven robotics help to refine our finished products by one of the following methods: positively picking target commodities, removing residual material, and performing quality control on final commodity products.





25-30 TPH SINGLE STREAM MRF



- 1 DRUM FEEDER**
Prevents surges and provides a consistent material feed rate
- 2 SCALPING AUGER SCREEN**
Fractionates material to reduce burden on the presort and to improved efficiencies of downstream equipment
- 3 OCC SCREEN**
Effectively separates OCC from other mixed fiber, containers, and debris
- 4 CP ANTI-WRAP SCREEN**
Newsprint & large fiber separation with reduced maintenance
- 5 CPSCREEN**
Separates 2-dimensional material from 3-dimensional material
- 6 MSS FIBERMAX (2)**
Recovers good fiber
- 7 DRUM MAGNET**
Removes metal out of the material stream
- 8 MSS PLASTICMAX (2)**
Recovers PET, HDPE, and Mixed Plastics
- 9 EDDY CURRENT**
Recovers non-ferrous metals
- 10 LIGHTSOUT**
Air drum separator to remove light contaminants from glass
- 11 BALERS (3)**
Compresses and wraps loose materials into shippable bales
- 12 CONTROL ROOM**
Access SCADA computer for plant diagnostics and production reports

3457 S. CEDAR AVENUE • FRESNO, CA 93725

SYSTEM BUILT BY



MRF Diversion Rates

With the newly upgraded MRF, exceptional diversion rates are achieved and recovered commodities are much cleaner than using traditional methods. The new sorting technology resulted in a 99% increase in our ability to divert material. Materials received vary greatly in purity depending on their source and Caglia routinely conducts residual studies to identify sources of contamination which can be used for proactive feedback for customers of materials.



The MRF is capable of recovering over 97% of the targeted recyclable material.



CARTS Diversion Innovations



Caglia Environmental Increases Recovery of Polypropylene, Other High-Value Plastics



Watch our YouTube video or read the AMP Case Study to learn more about our state-of-the-art MRF upgrade at CARTS.

In 2022, CARTS received a grant from The Recycling Partnership (TRP) to enhance polypropylene (PP) recovery, leading to the installation of an AMP Robotics sorting robot. This robot was programmed to identify and sort various PP materials, including hard-to-detect items like children's toys, plastic cups, squeeze bottles, food containers, and household items. Encouraged by the positive impact of this technology, CARTS invested in two additional AMP robots to further improve our plastics recovery efficiency.

Later, we partnered with Everest Labs and the Can Manufacturers Institute (CMI) to install a robotic arm on our "last chance" line, focusing on recovering rigid plastics and aluminum cans that might have been missed in previous sorting stages. This collaboration, initially funded by CMI, includes shared revenue from aluminum recovery. The success of this partnership has not only improved our recovery rates but also set a model for other MRFs in the nation to adopt similar collaborations with CMI.



Our Investment in Robotics

2022 Polypropylene TRP Grant was used to purchase one (1) AMP Robot

2022 An additional two (2) AMP robots were purchased

2023 CMI Partnership assisted in the procurement for an Everest Lab Last Chance Robot

2023 PET TRP Grant was used to purchase two (2) EverestLabs Robots for Advanced PET sorting

Following this in 2023, CARTS secured a new TRP grant dedicated to PET and specialty PET sorting. This grant enabled us to identify three separate streams of PET (clear, color, clamshells) with two Everest Labs robots. The PET sorting upgrade has allowed us to produce consistently high-quality PET commodities in three distinct commodity streams, meeting the standards of domestic recyclers and supporting our environmental sustainability goals.

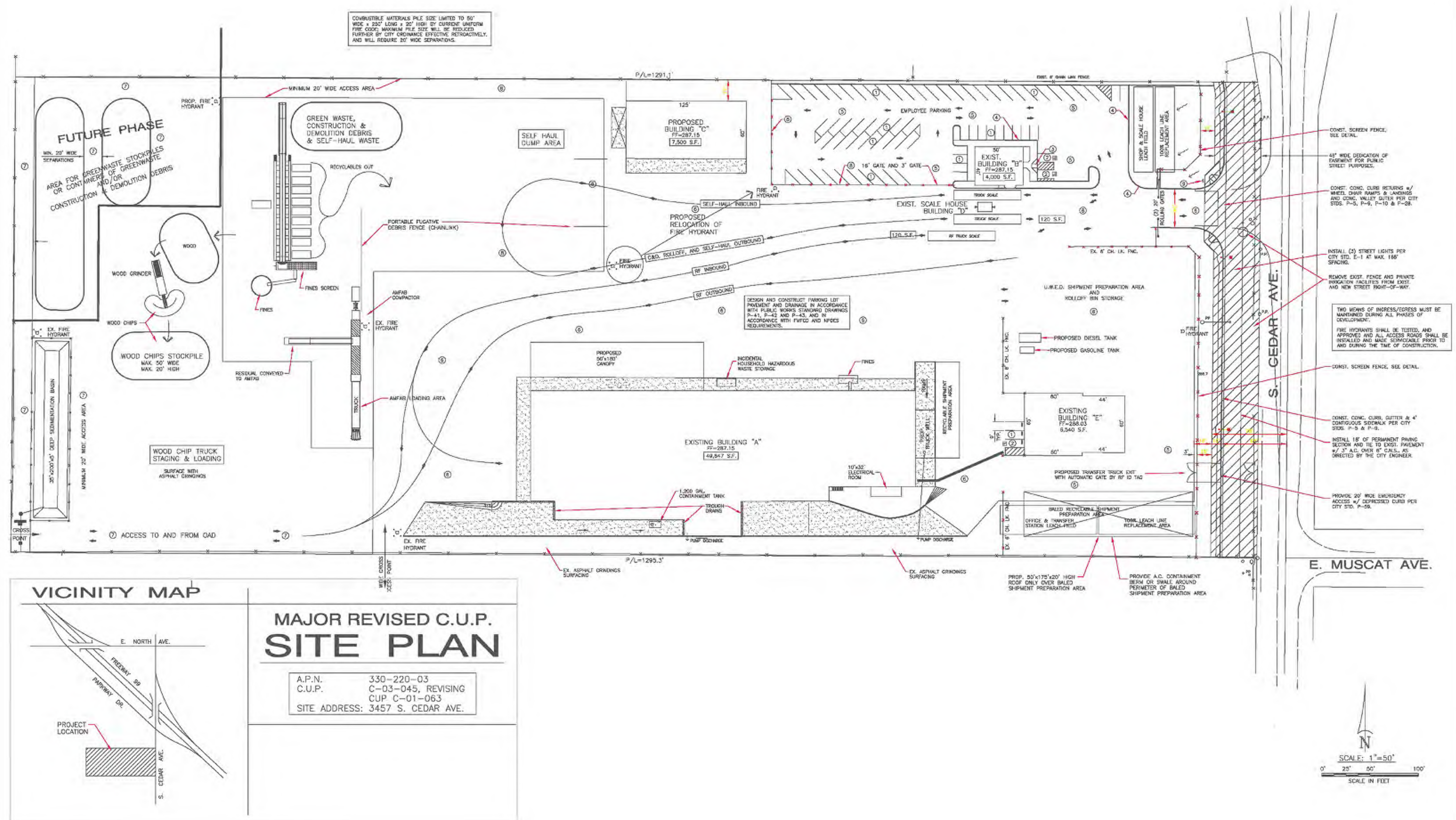
At Caglia Environmental, our commitment to technological innovation goes hand-in-hand with a dedication to our workforce—no jobs are lost due to automation; instead, employees are reassigned to tasks that robots cannot perform, strengthening our diversion efforts.

Caglia is proud to share this journey of technological advancement and employee support as a model for a sustainable recycling future.

CAGLIA
ENVIRONMENTAL
COLLECTION • RECYCLING • TRANSFER • LANDFILL MANAGEMENT

AMP
ROBOTICS

Cedar Avenue Recycling and Transfer Station Site Plan



Permitted Capacity. The CARTS MRF is regulated by its Solid Waste Facility Permit (SWFP) No. 10-AA-0187, which allows for up to 3,100 Tons Per Day of inbound material. CARTS has all necessary permits to handle the City of Clovis' recyclables streams throughout the term of the Franchise Agreement. CARTS will provide relevant documentation to City Contract Manager upon request.

SOLID WASTE FACILITY PERMIT		Facility Number: 10-AA-0187			
1. Name and Street Address of Facility: CEDAR AVENUE RECYCLING AND TRANSFER STATION 3457 S. CEDAR AVENUE FRESNO, CA 93721	2. Name and Mailing Address of Operator: CARTS, INC. P.O. BOX 446 FRESNO, CA 93709-0446	3. Name and Mailing Address of Owner: CAGLIA FAMILY TRUST P.O. BOX 446 FRESNO, CA 93709-0446			
4. Specifications:					
a. Permitted Operations: ☐ Solid Waste Disposal Site ☐ Transformation Facility ☒ Transfer/Processing Facility (MRF) ☐ Other: _____ ☐ Composting Facility (MSW/green material/C&G)					
b. Permitted Hours of Operation: Receipt of Refuse/Waste: <u>24 hrs 7 days a week- See TPR for additional hours of operation.</u> Ancillary Operations/Facility Operating Hours: <u>24 hrs 7 days a week- See TPR "Hours of Operation".</u>					
c. Permitted Maximum Tonnage: <u>3,100</u> Tons per Day					
d. Permitted Traffic Volume: <u>1,000</u> Vehicles per Day					
e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):					
	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	15.0	N/A	15.0	N/A	N/A
Design Capacity (cu.yds)			3,100 TPD		
Max. Elevation (Ft. MSL)					
Max. Depth (Ft. MSL)					
Estimated Closure Year					
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.					
5. Approval: Wayne Fox Department of Public Health Environmental Health Division Manager  Approving Officer Signature			6. Enforcement Agency Name and Address: County of Fresno Department of Public Health Environmental Health Division 1221 Fulton Street, Third Floor Fresno, CA 93721		
7. Date Received by CalRecycle: January 30, 2003			8. CalRecycle Concurrence Date: February 11, 2003		
9. Permit Issued Date: February 24, 2003		10. Permit Review Due Date: December 18, 2022		11. Owner/Operator Transfer Date:	

Processing Fees. Refer to the Cost Proposal section of this Proposal for details on the processing fee per ton and anticipated revenue/cost per ton. Caglia has reviewed the proposed Agreement and looks forward to discussing a mutually approved methodology of adjusting future processing fees and revenue share adjustments.

Tonnage Commitment. As a part of submitting this Proposal, Caglia and its family of companies is committing tonnage throughput for the City of Clovis for recyclables materials processing for the entire term of the Franchise Agreement. We are dedicated to fostering a long-term investment and partnership, scaling with the City of Clovis, as reflected in this Proposal and we look forward to providing proven diversion of recyclables and other environmentally sustainable solutions.



Facility Scales. CARTS maintains certified motor vehicle scales that are linked to our centralized computer system (AMCS) and is calibrated to weight and record all incoming and outgoing loads/materials. There are two (2) scale houses and five (5) scales on-site that are utilized daily at CARTS. In the event of a power outage, a back-up generator is permanently installed and capable of supplying power to the substitute portable scales can be utilized if necessary to ensure uninterrupted scale operations.

Vehicle Tare Weights. No later than July 1, 2025, we will weigh all recyclables and organics collection vehicles for the City of Clovis to determine the unloaded tare weights. The vehicle tare weights will be stored electronically with a distinct vehicle identification number. Upon City request, we will provide a report listing the vehicle tare weight information. Any additional or replacement vehicles will have their vehicle tare weights documented prior to placing them into service. Collection vehicle tare weights will be checked at least annually, or within 14 calendar days of the City's request.





Records. All scale records and materials reports will be maintained electronically and will include date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number, as well as historical vehicle tare weights for each vehicle and the date and location for each tare weight was recorded.

Tonnage Tracking. We utilize the AMCS suite of software at the CARTS Facility as it allows for seamless operations of both collection and processing operations. The AMCS scale system tracks tonnage collected, processed, disposed and residual waste and allows tracking from each jurisdiction we serve. This comprehensive process simplifies reporting and diversion targets and will be easily tracked to demonstrate and project compliance.

Estimated Annual Tonnage. Estimated annual tonnages by sector are included in the Cost Proposal Forms provided in Section 15.





Mattress & Carpet Recycling Services.

Caglia plans to extend its partnership with **Bye-Bye Mattress** by offering FREE access to a drop-off program for Clovis residents.

Outside of the Clovis Curbside Clean Up, there are no designated mattress recycling locations in Clovis, making it difficult for residents to responsibly dispose of old mattresses without commuting to Fresno.

Residents will have access to mattress recycling services either at our Clovis office or through a partnership with a local furniture business. Caglia has a long history in mattress recycling, having been the **first site in California** to participate in the **Bye-Bye Mattress** program. Our CARTS facility has since become the largest mattress recycling site in the region and was selected as the location for the **press conference marking the recovery of 10 million mattresses** statewide.



Similarly, **carpet recycling services** will be made available to Clovis residents through our partnership with **Carpet America Recovery Effort (C.A.R.E.)**, a national organization focused on the sustainable recycling of carpet materials. As with mattress recycling, there is currently no designated carpet recycling location listed on the C.A.R.E. website in Clovis. To fill this need, we will offer carpet recycling services either at our Clovis office or in collaboration with a local flooring business. Through our partnership with C.A.R.E., Caglia will help divert old carpet and pad from landfills, promoting more sustainable waste management practices in the City Clovis.



3.3 Recyclables Marketing Plan

CARTS is a fully integrated Material Recovery Facility that processes recycling, construction and demolition debris, organic material, and rock recycling for re-purpose and diversion from landfills. Caglia will market all recyclable materials recovered from our MRF using a range of brokers and direct contacts. For years our Commodities Specialist has cultivated strong relationships with commodities markets and materials brokers to ensure marketing efforts result in optimized commodity revenues that ensures the highest and best use of materials.

QUICK CARTS FACTS:

- ✓ 425 Inbound Trucks/Day
- ✓ 500 Tons Construction & Demolition Recyclables/Week
- ✓ 9,200 Tons Trash Transfer/Week
- ✓ Optical Sorters, Robots, Screens, Magnets + More!
- ✓ 1,600 Tons Commingle Recyclables/Week
- ✓ Automated Recovery of Recyclables in 35+ Tons/Hour System
- ✓ 1,000 Tons Concrete & Asphalt/Week
- ✓ The Most Advanced MRF Technology in the Valley





The following strategies are used to market materials from the CARTS MRF:

- » **Memorandums of Understanding (MOU) with Multiple Brokers.** CARTS maintains several strategic partnerships with commodity buyers and brokers, including a contract with Berg Mill Supply, USA. The agreement provides a guaranteed destination for 50% of OCC, Mixed Paper, PET, HDPE, UBC, and Tin Cans produced at CARTS, and 100% of our Mixed Glass, Polypropylene and Mixed Rigid Plastics.



Caglia has an agreement with Berg Mills Supply for floor pricing on fibers, regardless of market conditions. This is a direct reflection of our ability to produce high-quality commodities with minimal contamination and allows us to move materials even in unfavorable market conditions.

Our agreement further prepares us for the upcoming requirements of SB 54: Plastic Pollution Prevention and Packaging Producer Responsibility Act, because we can not only sort materials using advanced technology, but we can market clean bales for processing.

CARTS also holds a long-standing relationship with New Indy Recycling, consistently shipping on a daily basis to their paper mill located in Ontario, California. We maintain a solid network of buyers to ensure we are receiving the most competitive market prices and have the availability to move our material without delay.



Berg Mill Supply, USA

12016 Telegraph Road, Suite 205, Santa Fe Springs, CA 90670 | (323) 939-4300 | www.bergmill.com

November 14, 2024

City Council
City of Clovis
1033 Fifth St
Clovis, California 93612

RE: Letter of Support for Caglia Environmental RFP

Dear City Council Members,

Berg Mill Supply is part of the team of folks who support the recycling processes at Caglia Environmental. Our relationship is an important aspect of the services they will provide to the City of Clovis. Our association provides the following benefits to the City:

- Access to Berg Mill Supply's worldwide network of mills who utilize the recyclables generated by the CARTS Material Recovery Facility. Our network of customers, both domestically and overseas, was built over our 62 years in business. It is our role to ensure that the materials are properly recycled. We provide the necessary reach to markets.
- Ongoing, onsite quality inspections to ensure that the grades meet market specifications and will be accepted when they reach the mills. We not only inspect the materials but provide consultation on the handling of them for the best outcome. Our independent inspections give confidence to the municipalities that their recyclables are really being recycled.
- Reduction in the receivables risk for CARTS through the material purchases by Berg Mill. Instead of CARTS being exposed to payment risk from overseas companies, their receivable is with us as a California company. We have built a financial foundation during our 62 years.

As the primary buyer of the reclaimed materials from CARTS and many other generators, we constantly evaluate the streams to ensure that they meet the standard associated with our brand. We are very pleased with quality of the recyclables that CARTS generates. They have invested large amounts of financial and human capital to consistently create quality products. This is no small feat, given the inconsistent nature of incoming loads, but their focused effort is producing quality results.

The future of recycling depends on each participant capably handling their role. We will continue to support Caglia Environmental as they ably carry out their commitments to the City of Clovis. Together, we can reclaim and steward the resources of our planet.

Sincerely,

William Winchester, COO

» **Maintain Relationships with a Range of Brokers.**

We utilize multiple brokers (both domestic and foreign) for commodities processed at our MRF. The MOUs help to establish terms and conditions, and Caglia ensures there is



great flexibility with Brokers and direct buyers so that materials can be sold for the best value. In addition, reliable transportation companies are utilized to ensure materials are shipped to end use destinations.

- » **Constant Communication.** Our Commodities Specialist will communicate regularly with Brokers and direct buyers with end use markets, at a minimum of weekly, to discuss available tonnage and commodity pricing. We will employ flexibility when determining which buyers to utilize for specific commodities, to ensure this spot market approach will provide the best available cost and accommodate the movement of materials through the CARTS MRF.

Summary of Brokers

Berg Mill Supply, USA – All Grades
California Recyclers – Fiber Grades
Conservation Management Group
– All Grades – Fiber Grades
KT Resources – Fiber Grades & PET
JC Horizon – All Grades
Nexis Recycling – All Grades
Republic Services – Plastics
Waste Management – Fiber Grades

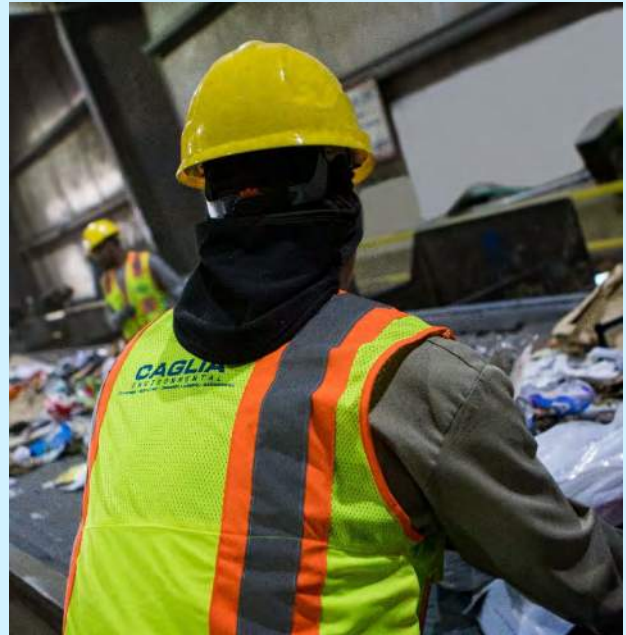


- » **Identifying the Highest Value of Commodities.** Caglia understands that to maximize commodity sales at our MRF we negotiate both price and total volume sold, especially during times when there can be challenges shipping materials from ports.

Measuring the total value of the sale, including the balance of price and volume, allows our MRF to operate with a higher degree of flexibility and accommodate the changes in markets and shipping logistics. Our commodities Specialist will negotiate with multiple Buyers to ensure the best value of commodities sales throughout the term of the Franchise Agreement.

Consistent Quality of Product

Our Commodities Specialist works closely with our contacts to assess the current markets, pricing fluctuations, and understands which commodities are selling. Where this information is used to guide operations to ensure our MRF is producing commodities with the intention of selling the product. After installing the MRF robot sorting systems, we noticed a significant improvement in the quality of our materials and that allowed us to secure strong MOUs that provide us priority movement of material.



- » **Inspections of Materials.** Inspections of materials are an important component of material sales. If and when markets tighten up, these inspections can be a valuable opportunity to sell commodities at a high price through different markets and we are prepared to meet these stringent requirements as they may become necessary over the term of the contract.
- » **Recordkeeping & Reporting.** Caglia ensures a complete record of all commodity sales and transactions and include all the required marketing efforts, tonnages, revenues, and pricing data in our monthly reports.

Material Destinations

Local Markets: We have many relationships with many Brokers, which is valuable given the uncertainty of market conditions for recycled materials. Many goods have a weight to value ratio that makes it favorable to use local markets for sorted materials. Below is the list of our current local markets by commodity.

Steel/Metal 		Sent to either Bruno's Metal & Iron, Levi's Metal & Iron, SA Recycling, all located within 5 miles of CARTS
Glass 		Sent to Strategic Materials and Gallo Glass are both Modesto-based reprocessors and brokers of glass
UBC (used beverage cans) 		Sent as mill quality bales, and shipped via rail car to processors in Kentucky, via Brokers from CMG & Berg Mill
Tin Cans 		Sold to Berg Mill Supply, Conservation Management Group, JC Horizon, and Nexis Recycling
Tires 		Recycled by American Refuse dba America's Tire
E-Waste 		Sent to Alianza Recycling & Recovery, operating out of Bakersfield
Food Waste Slurry 		Processed by Colony Energy, an ons-ite partner, and is sent to the digester at the Fresno Wastewater Treatment Plant
Unprocessed Wood (Recovered wood from C&D and the MRF) 		Processed on-site and re-purposed internally to support our operation. It is mixed with recovered dirt and fines to provide beneficial reuse
Processed Yard Waste 		Sent to the Kochergen Composting in Fresno.
Sheetrock & Dirt: 		Re-purposed to provide ADC (Alternative daily cover) for local landfills. A required product needed for landfill construction
Concrete 		Processed on-site through our rock plant where we make a CalTrans Class II Certified Base Rock
Carpet 		Sent to Carpet America Recovery Effort (CARE)

 Mattresses	Sent to The Mattress Recycling Council's Bye Bye Mattress program
 Scrap Aluminum	Sent to Levi's Iron & Metal & SA Recycling
 Paint	Sent to the PaintCare program

Paint Reuse Program

CARTS has a paint reuse program where latex and oil-based paints that are still usable are mixed together to create paint for community service projects and graffiti covering.



Export Markets: Some materials have limited or no domestic markets for recovery. Markets for exported materials are predominantly located in Asia. Although Brokers are reluctant to disclose end markets for competitiveness reasons, broadly it is known that plastic and fibers are shipped to Indonesia, Malaysia, China, Vietnam, Thailand, and India. Below is the list of our current foreign markets by commodity.

 Fiber	Typically exported overseas by Berg Mill, California Recyclers, CMG, Fiber Direct, KT Resources, JC Horizon, Nexis Recycling, Waste Management
 PET	Shipped through Berg Mill Supply, CMG, KT Resources, JC Horizon, Nexis Recycling, Republic Services
 HDPE	Typically shipped to Berg Mill Supply, CMG, JC Horizon, Nexis Recycling, Republic Services
 Rigid Plastics	Sent to Envision and Advanced Drainage. Systems are the international brokers we use for other rigid plastics.

We have a robust track record in marketing recovered materials, where this experience will be used to ensure the continued marketing of materials collected and processed from the City of Clovis. The following provides a summary of the volumes of materials marketed, including revenues for the past twelve (12) months.

CARTS 12-month Commodity Summary

Material	Unit	12-month Average Price	12-month Max Price
Mixed Paper	Ton	\$36	\$52
OCC	Ton	\$116	\$131
Tin Cans	Ton	\$130	\$150
UBC	Ton	\$1,395	\$1,680
Cat Food/Non-UBC	Ton	\$680	\$800
Metal Loose	Lbs.	\$161	\$182
PET- Bottles	Lbs.	\$203	\$252
HDPE Natural	Lbs.	\$531	\$810
HDPE Color	Lbs.	\$236	\$320
PP #5	Lbs.	\$54	\$70
PET - C	Lbs.	\$40	\$50
PET - Clamshells	Lbs.	\$57	\$100
Film Plastics	Lbs.	\$120	\$120
Mixed Rigid Plastic	Lbs.	\$28	\$35
MRF Glass	Ton	- \$32	-\$31



Fluctuations in Quantity, Composition, Market Demands & Pricing. We understand that the quantity and composition of recyclables changes based on several factors, including but not limited to, seasonal fluctuations due to holidays/vacations, increased participation in recycling programs, etc. We are well aware of the occasional variations and account for this in our daily operations. Our MRF Operations Team, MRF Commodities Specialist, and Public Education & Outreach Team meet frequently to discuss all aspects of collection, processing, diversion, and marketing and outreach efforts with a focus on where improvements can be made comprehensively and within each department.



Emergency Bale Storage

Our Facility has ample storage of bales as needed. In addition, the planned expansion has a large increase in covered bale storage.

As mentioned previously, Caglia's leadership and Commodities Specialist have a close working relationship with material buyers and Brokers that will be used to ensure commodities are moved through the MRF and consistently sold for a high value. We will communicate with commodities buyers and Brokers on a weekly basis as well as adjust processing operations to ensure recovered materials are made to match adjustments in the spot markets.

Maximizing Diversion. We have invested millions of dollars into technology to improve not only material processing and recovery efforts, but collection improvements that spot contamination immediately, so it doesn't end up as residue after being processed at the MRF. By ensuring customers are placing the correct items in the proper containers, contamination and residue is reduced, resulting in higher diversion of materials from the landfill. Throughout the term of the Franchise Agreement with the City of Clovis, Caglia will continue to invest and enhance collection, outreach, and processing operations and technologies with the overall goal of maximizing diversion of materials from disposal.

Field Visual Grading. Our approach to load inspections leverage tablet technology for real-time documentation and enhanced accountability. Spotters utilize tablets to perform thorough visual inspections on each delivered load. This digital tool allows them to report the material type instantly and add photographs when needed, providing clear, detailed records of every load. This system enhances accuracy, enables quick verification, and supports streamlined communication between field operations and Diversion Coordinator. Additionally, the use of tablets aligns with our commitment to innovative paperless processes, contributing to efficient workflow and environmental sustainability.

CAGLIA ENVIRONMENTAL

VISUAL RECYCLING GRADE

Submitted By: [Levit Angeles](#)

Surrogate: [Levit Angeles](#)

Started On: November 14 2024, 10:19am

Submitted On: November 14 2024, 10:25am (6 minutes)

Weather: 36°, cloudy

Version: V1 (latest)

Updated: November 14 2024, 10:25am

Report No.: 49146554

LOCATION

CUSTOMER MESSAGE

Thank you for your recent delivery of recyclables to CARTS. The material was visually inspected and added to the processing pile. Please see your visual grading score below and any notes from the spotter on contamination. Shall you have any questions, please contact your Caglia Environmental Diversion Coordinator.

Date and Time of Report: November 14th 2024 ✓

Customer: FNF Roll off

VISUAL GRADING

Residential Communities: ☐

Commercial Communities: ☒

Estimated % of Contamination: 35%

Other Notes: 0

Add Photos Here

Generated: Thursday, November 14th 2024, 12:33pm CST

KPA

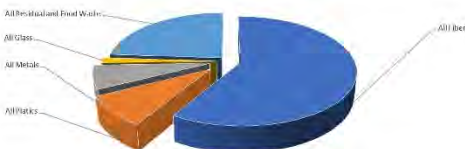
We welcome the City to observe our operation at any time!

Recyclable Materials Characterization Studies. We will design and preform recyclable materials characterization studies at least once every two (2) years at our sole expense and in cooperation with City to accomplish studies, collect data, and prepare reports, as needed and directed by City. Our characterization study methodology will include a minimum of ten (10) tons of recyclables consolidated over no less than three (3) days of service from the City of Clovis. Alternatively, if the City desires we can conduct two (2) studies per year, where each study would characterize four (4) tons each. This would allow the City to have more frequent studies that evaluate seasonal fluctuations, at no additional cost to the City.

Prior to conducting the characterization study and no later than July 15th of each year, we will provide our comprehensive methodology and schedule of studies to the City Contract Manager for review and approval. The City will be notified at least thirty (30) days in advance of each study, and we will coordinate with the City to observe all aspects of the study. All records of each study conducted, and report results will be provided to City within fourteen (14) days of completing the study.

CAGLIA ENVIRONMENTAL WASTE MANAGEMENT • RECYCLING • TRASHES • LANDFILL MANAGEMENT		
COMPOSITION STUDY RESULTS		
Customer Name: Republic Services (City of Clovis Residential Side Load)		DATE Collected: 11-12-24 DATE Processed: 11-13-24
MATERIAL TYPE	WEIGHTS (LBS.)	PERCENT OF LOAD BY WEIGHT (%)
OCC	1020	43.97%
Mixed Paper	340	14.66%
HDPE-N	35	1.51%
HDPE-Color	64	2.76%
FILM	18	0.78%
PET	64	2.76%
PP	2	0.09%
UBC	31	1.34%
MRP	24	1.03%
Glass	35	1.51%
Copper Wire	12	0.52%
Tin	17	0.73%
Metal (Ferrous)	102	4.40%
All Residual and Food Waste	556	23.97%
TOTALS	2320	

RESULTS ANALYSIS		
DESCRIPTION	WEIGHT (LBS.)	PERCENT OF LOAD BY WEIGHT (%)
All Recycling	1764	76.03%
All Fiber	1360	58.62%
All Plastics	207	8.92%
All Metals	162	6.98%
All Glass	35	1.51%



3.4 Organics Material Collection

We are confident in our ability to deliver outstanding organics collection and diversion solutions to meet the City's needs and long-term environmental goals. For organics collection operations, we will utilize side loaders and front-loader vehicles fueled by Compressed Natural Gas (CNG) engines.



Our vehicles will be equipped with state-of-the-art technology, including GPS tracking and route optimization systems, ensuring timely and efficient collection services. Our experienced and well-trained drivers will follow predetermined routes to minimize travel time and maximize route productivity.

Collection Methodology

Single-Family Residential Organics Collection. Organics will be collected from Single-Family Dwellings (SFDs) on a weekly basis utilizing fully automated side-loader collection vehicles that can efficiently automated service carts.



Refer to Section 3.1 Recyclable Materials Collection for specifics on Collection & Container Equipment Details

specifically chosen for collection operations in the City of Clovis.

The collection methodologies for recyclables and organics are the same; refer to Section 3.1 for the SFD collection methodology description.

Multi-Family Dwelling Organics Collection. Organics will be collected from Multi-Family Dwellings (MFDs) up to 7 times per week with a minimum of once per week utilizing front loader and side-loader collection vehicles, depending on the type of containers that are at the premises. The collection methodologies for recyclables and organics are the same; refer to Section 3.1 for the MFD collection methodology.





Commercial Organics Collection. Organics will be collected from commercial customers, at a minimum, on a weekly basis, but up to 7 times per week, in bins or carts serviced by a variety of vehicles that have been chosen to efficiently service containers. The collection methodologies for recyclables and organics are the same; refer to Section 3.1 for the commercial collection methodology description.

City Organics Collection. Organics will be collected from City locations, at a minimum, on a weekly basis, in the same manner as the services provided to commercial customers. Organics collection services will also be provided for up to twenty (20) annual events, upon City request.



Route Operations. Caglia will provide residential organics collection services on the same service day as the City's solid waste collection. For additional details on route operations and productivity assumptions refer to Form 2 of the Cost Proposal Forms provided in Section 15.



Tonnage Allocation. Our customer database and operations software system (AMCS) allows for various tracking, allocations, and reporting options across all customer types and residential and commercial routes. The AMCS system provides real-time collection vehicle monitoring because each container service is recorded and time-stamped, leaving a "breadcrumb" trail that can be reviewed by the Route Supervisor to ensure each route is completed. The

collection vehicles daily workorders will accurately allocate each collection and customizable reports can be generated, as needed to verify compliance. Refer to Section 6 of this proposal for details on the AMCS software system.

Acceptable Materials

Our partners, Green Valley Recycling (GVR) and Kochergen, accept green waste, produce residuals, food waste/table scraps, and clean untreated wood. The green waste comes primarily from municipal recycling programs and agricultural operations. Produce residuals will come primarily from agriculture production, retail food outlets, restaurants, cafeterias, and supermarkets. Food scraps are sourced from detention facilities, food preparation facilities and other institutional and commercial sources. The quantity of material received will not exceed the facility's permitted capacity.

Caglia and our composting partner allow paper bags to be used for food scraps for all customers. However, plastic bags are considered contamination. Every effort will be made to screen any plastic bags placed with these materials, but customers will be notified to use paper compostable bags for food scrap collection.



3.5 Organics Materials Processing

Organic materials collected from Clovis will be directly hauled to the Green Valley Recycling Transfer and Processing Facility (herein referred to as “GVR”) for pre-processing. After GVR processes the organic materials, the materials will be transferred to the Kochergen Farms Composting Facility (herein referred to as “Kochergen”) for processing and composting. Below are descriptions of the GVR pre-processing and Kochergen composting operations we are proposing for handling organics in Clovis. These facilities have the capacity to manage the expected 19,600 tons per year from the City.

Green Valley Recycling Transfer & Processing Facility



The Green Valley Recycling Transfer and Processing Facility is located at 2365 East North Avenue in Fresno and is permitted to operate Monday through Saturday for the receipt and processing of up to 2,500 tons per day (TPD) of solid waste, green waste, food waste, commercial source separated organics (SSO), construction and demolition debris, and recyclables. The GVR Solid Waste Facility Permit (SWFP No. 10-AA-0232) was issued in May 2020 by the County of Fresno Department of Public Health, Environmental Health Division, acting as the Local Enforcement Agency (LEA). Incoming tonnage weight and origin of vehicles are recorded, and records are kept on-site and submitted to the appropriate regulatory authority.

Kochergen Farms Composting



Established in 2001, Kochergen Farms Composting, Inc. was founded by Mike J. Kochergen, whose family has been farming in the Central Valley of California for over 60 years. Kochergen produces a Certified Organic Compost that has been a favorite of growers from the Central Valley of California throughout the Central Coast. Their unique blend of green waste and food waste is one that growers purchase annually by the truckload.

Kochergen is permitted to accept 1,000 TPD of green waste and food waste as allowed by Solid Waste Facility Permit (SWFP No. 16-AA-0022). Since the compost feedstock comes in pre-processed from GVR, there are minimal residuals. Incoming tonnage weight and origin of trucks are recorded, and records are kept on-site and submitted to the appropriate regulatory authority.



Kochergen Farms Composting



In 2003, Kochergen Farms Composting, Inc. began accepting and processing food waste to work side by side with the composting operation. This program helps reduce refuse cost as well as reduce the amount of waste disposed of at the landfill.

The local enforcement agency is the County of Kings - County Health Department Environmental Health Services.

The facility consists of an office, composting facilities, scales, fueling station for company vehicles, shop buildings for repair of company vehicles and equipment, chipping and grinding operations and food waste depackaging. The facility receives materials from Fresno County, Kings County, Tulare County and other areas of the state.

Facility Information

Permits	SWIS: 16-AA-0022 CUP: 051
Max Permitted Capacity	208,000 Cubic Yards
Max Permitted Throughput	1,000 Tons/day
Facility Hours	24 Hours a Day/ 7 Days a Week Visitors by Apt.
Total Acreage	160.00

Owner/Operator:
Kochergen Farms
Phone: (559) 584-1411

33915 Avenal Cutoff Rd,
Stratford, CA 93266
Kochergenfarmscomposting.com



Green Valley Recycling



Green Valley Recycling was established in 2005 to receive green waste material from waste haulers, landscapers, and homeowners. The green waste material accepted at Green Valley Recycling is processed and made into compost.

Our compost is OMRI Listed and registered as a CDFA Organic Input Material produced by Kochergen Farms Composting, Inc.

Green Valley Recycling offers services including landscaping supplies (such as compost, red humus, decorative bark, and walking bark), roll-off containers (to haul materials like green waste, wood/timber, garbage, and demolition debris), and yardwaste offload (accepted materials include clean green waste and wood waste).

Facility Information

Permits	SWIS: 10-AA-0232
Max Permitted Capacity	2,500 Tons/Day
Max Design Capacity	2,500 Tons/day
Facility Hours	Monday - Friday 6:00am - 5:30pm
	Saturday 6:00am - 4:30pm
	Sunday - Closed
Total Acreage	9.50

Owner/Operator:
Green Valley Recycling
Phone: (559) 266-2650

2365 E. North Ave
Fresno, CA 93725
greenvalleyrecycling.com



Pre-processed green waste, food waste, and wood waste will be delivered to Kochergen for composting. Green waste composes approximately 90% of the volume of incoming materials. The green material can be stockpiled on-site for up to 120 days prior to being processed and facilitates the drying process which reduces moisture, and the energy needed to process the material. Additionally, the facility receives produce residuals and food processing byproducts at approximately 8% by volume – these materials are received from commercial accounts in agriculture, retail food outlets, and food processing facilities. The remaining feedstock is approximately 2% by volume of food scraps. All material received at Kochergen is feedstock ready and is mixed and incorporated into the composting process quickly after receipt.



GVR processes commercial SSO to remove contaminants. SSO is cleaned and processed into an organic slurry that is transferred to Kochergen for composting. GVR receives SSO with approximately 33% contamination.

Food scraps arrive at Kochergen in feedstock ready form and are to be mixed with dry feedstock in order to absorb moisture and reduce the potential for the material to produce odor.



Both Kochergen and GVR maintain records of originating jurisdiction, incoming weights, and outgoing salvage or residual weights. Records will also be maintained as required and a Special Occurrences Log will be kept on a daily basis to document any loads refused entry, facility fires, accidents and injuries, notices of violations, and other occurrences as needed.

Processing Commitment Letter

Kochergen has guaranteed processing capacity of all organics collected from the City of Clovis for the term of the Agreement. A copy of their commitment letter is provided on the page that follows.



November 11, 2024

Caglia Environmental
3457 S Cedar Ave
Fresno, CA 93725

Subject: Letter of Commitment for Organic Material Processing

Dear Mr. Hester,

We are pleased to submit this letter of commitment as part of Caglia Environmental's bid for the City of Clovis organic material collection services. Kochergen Farms Composting, Inc. is dedicated to providing responsible solutions for organic waste management, and we are excited about the opportunity to support Caglia Environmental in this initiative. Kochergen Farms Composting, Inc. agrees to enter into a ten-year processing agreement with Caglia Environmental, commencing on August 1, 2025.

Our facility will be prepared to accept residential and commercial organics collected from the City of Clovis. In addition, we are in the process of installing a food waste depackaging system, which is scheduled to be operational in early 2025. This system will enable us to efficiently process residential and commercial food waste, ensuring we can handle a broad range of organic materials. We recognize the importance of addressing contamination in the waste stream, and we are committed to working closely with Caglia Environmental and the City of Clovis to implement effective strategies for minimizing contamination. Furthermore, we are well-positioned to collaborate with Caglia Environmental and the City of Clovis to support SB 1383 procurement strategies by providing compost and mulch for residents, farms, and other City projects.

We look forward to the opportunity to work with the Caglia Environmental team to provide organic material processing services. Should you have any questions or require additional information, please do not hesitate to contact us at 559-498-0900.

Sincerely,

Mike J. Kochergen

Mike J Kochergen
President



559.498.0900



info@kochergenfarmscomposting.com



PO Box 11006 Fresno, CA 93771



www.kochergenfarmscomposting.com

3.6 Organics Materials Marketing Plan



The compost from Kochergen Composting is chemical free and is safe to use for agriculture or residential use. Bulk delivery is offered and caters to regional agricultural needs. By adhering to all applicable rules and guidelines in the composting process, Kochergen ensures a reliable and trustworthy product. The compost is Organic Materials Review Institute (OMRI) listed, registered organic by the California State Department of Agriculture, and certified by Soil Control Lab.

GVR operations design has capacity to handle up to 37,360 TPY of SSO. The program design capacity is 150 TPD on average. Bunker storage up to 300 tons allows for surge piles and peak flows after holiday events. At 15 tons per hour for 12 hours per day, up to 180 TPD of SSO can be processed into an organic slurry.



Kochergen has adequate equipment and space available to handle unusual peak loading days. On an average day, the facility receives approximately 800 tons or 2,624 cubic yards of organic materials. Peak day loading days receive approximately 1,000 tons or 3,280 cubic yards of organic materials. If material received from a peak loading day cannot be processed the day of receipt, there is adequate space available for storage so material can be processed the following day. Green waste received at Kochergen consists of approximately 90% of the incoming compost feedstock. The high volume of green waste material offers Kochergen a large margin to accommodate a peak day event of food materials.

Food waste that was previously sent to a landfill for disposal is now extracted from existing waste streams at the GVR facility and composted at Kochergen. GVR is designed to receive, separate and process organic materials into compost feedstock as SB 1383 participating jurisdictions and haulers expand the source separated commercial SSO outreach and collection systems. GVR and Kochergen play a pivotal role for regional diversion that ensures jurisdictional compliance. This was confirmed by CalRecycle when GVR received grant funds to expand diversion capacity with the installation of food waste pre-processing equipment.

Organic Materials Characterization Studies



We will design and perform organic materials characterization studies at least once every two (2) years at our sole expense and in cooperation with City to accomplish studies, collect data, and prepare reports, as needed and directed by City. Our characterization study methodology will include a minimum of ten (10) tons of organics consolidated over no less than three (3) days of service from the City of Clovis. Prior to conducting the characterization study and no later than July 15th of each year, we will provide our comprehensive methodology and schedule of studies to the City Contract Manager for review and approval. The City will be notified at least thirty (30) days in advance of each study, and we will coordinate with the City to observe all aspects of the study. Alternatively, if the City desires, we can conduct two (2) studies per year, where each study would characterize four (4) tons each. This would allow the City to have more frequent studies that evaluate seasonal fluctuations, at no cost to the City. All records of each study conducted, and report results will be provided to City within fourteen (14) days of completing the study.

Compost Giveaways



Annual event for City of Clovis residents will include Recycling Rangers to assist residents and distribute educational materials on composting, soil health, and sustainable garden practices.

3.7 Ancillary and Optional Services

Ancillary Services

Holiday Tree Collection



Beginning December 26th of each year and continuing for fourteen (14) days, Caglia will provide holiday tree collection service to SFD and MFD customers. SFD customers may place their tree, that is free of ornaments and tinsel, beside their collection containers. Caglia will identify a safe and approved location for holiday tree collection at each MFD complex.

Additionally, trees may be placed inside the green collection container of either the SFD home or MFD complex as long as the lid can be safely closed. All holiday trees will be diverted through our compost subcontractor, Kochergen Farms Composting.

Caglia will conduct outreach to residents through a multi-tiered outreach approach that will remind residents of the criteria for setting out holiday trees during the scheduled time period. Such education will include communication that the holiday tree must be free of ornaments, tinsel, and other non-organic materials. Outreach will be delivered to residents through bill inserts, social media, newsletters, through the Caglia Mobile App and website postings.



Holiday tree collection services will be provided at no additional cost to the City or residents.

Used Motor Oil & Filter Collection Program



Used motor oil and oil filters will be collected from SFDs and MFDs as a part of our base proposal for collection services. Residents who call our CSRs to request the Used Motor Oil and Filter Recovery Kit will be provided with kits on their next scheduled collection day. Instructions will be included in the kits and direct residents to place the kits next to their recyclable's container on their collection day. The used motor oil shall not exceed 2.5 gallons per household per week.

As added assistance, CSR's will involve Recycling Rangers to assist MFD customers with the best placement and collection options including a scheduled appointment for collection. This will help avoid the potential of this material sitting out in a parking lot or bin enclosure area until their normal collection day.

Sharps Collection Program



Caglia understands the importance of diverting sharps from the waste stream and will offer multiple points of collection of this potentially dangerous to manage material. Upon customer request, Caglia will provide a sharps waste container/mailling kit that will have detailed instructions and educational information on how to use the kits. The sharps waste container/mailling kit will be delivered within one week of request. Customers will place sharps safely inside a one and four tenths (1.4) quart, postage paid, container approved by the United States Postal Service to ship sharps. Upon request, customers will receive one sharps waste container/mailling kit per calendar year at no charge and additional kits will be provided for a fee.

A sharps collection container will also be located at our local office in Clovis for residents to safely dispose of used sharps at no additional cost.

Battery & Cellphone Collection Program



At no additional charge, SFD residents will be permitted to discard batteries and cell phones in a clear, zip-lock or tie-close plastic bags that are placed on top of their recyclable carts. In addition, Caglia will provide "Battery Buckets" for the collection of batteries, and cell phones for MFD complexes. Caglia will communicate with property managers and the owners of MFD properties to determine the most convenient and environmentally responsible placement of Battery Buckets within the MFD complex. In addition, we will provide educational information that provides multilingual instructions on what can be placed inside the container and contact information for questions. Once the Battery Bucket is full, the MFD customer or City will call the telephone number on the bucket to schedule pickup. We will collect the full container and replace it with an empty Battery Bucket within five (5) working days of request. All batteries will be processed and never disposed of in a landfill.

Designated Collection Sites



In addition to the curbside collection programs, Caglia will also make Battery Buckets available for City buildings for collection of batteries for City and public use. When filled, the City can call our office and Caglia will retrieve batteries for proper disposal. In addition, a Battery Bucket will also be available at the local Caglia office in Clovis for public use.

Special Event Programs

Caglia and our **Recycling Rangers** will work closely with the City and organizers of up to twenty (20) large events per rate year where we will provide collection and diversion program services to ensure the maximum recovery for the event. Caglia will provide special event services within thirty (30) days of City request.



EVENT	LOCATION	MONTH
Craft Beer Crawl	Old Town	March
Big Hat Days	Old Town	April
American Crown Circus	Sierra Vista Mall	April (5-day Event)
Water Tower Car Show	Old Town	April
Clovis Rodeo	Clovis Rodeo Grounds	April (5-day Event)
Rodeo Parade	Old Town	April
Friday Farmers Market	Old Town	May – October (Every Friday)
Old Town Flea	Clovis Rodeo Grounds	May (2-Day Event)
O.T. Motorama	Old Town	May
CIF Track & Field	Buchanan High School	May (2-Day Event)
Glorious Junk Days	Old Town	May & September
Freedom Fest	Old Town	July
Clovis Fest	Old Town	September (2-Day Event)
One Enchanted Evening	Old Town	November
Christmas Parade	Old Town	December

* City may select a total of twenty events which may include the events listed above. In addition, should the City require services beyond twenty (20), Caglia and the City will negotiate services and costs associated with those services.

Special event collection activities will include:

Event Collection Stations

Caglia will provide Collection Stations for the special events that will have separated collection containers for organics, recyclables and if the City desires and no additional cost, for waste. The number of collection containers will depend on the size of the event and expected attendance to ensure that the stations can meet the needs and capacity of the events. Each of the containers will contain a liner or bag and adequate signs and labels to clearly indicate which materials go into which container.

Event Collection Monitors

Caglia will provide, at a minimum, two (2) monitors, from our **Recycling Rangers**, that will be present for the duration of each event and assist attendees and vendors in ensuring materials are placed in the correct containers. These monitors will also move materials from the Collection Stations to the drop box or bins.



Recycling Rangers will look for opportunities to ensure contamination is removed from the respective container including going through collection bins after the event and hand sorting recyclable materials and ensuring that organics are free from contamination.



Drop Boxes and Bins

Carts, bins, and drop boxes for recycling and organics will be delivered and placed according to the agreed diversion plan and will be removed in agreement with the event organizer and/or City Contract Manager. Caglia will ensure that a sufficient number, and the appropriate type, of containers will be provided for each event. All materials will be delivered to the appropriate facility for processing.

Public Education

Special events can also be a great educational opportunity for participants to learn about the services provided during the event, our services in general, sustainability and resource conservation including the benefits of source reduction, reuse, recycling, and composting.



Reporting

Following the conclusion of each event and within fourteen (14) days, reports containing, at a minimum, the number of event Collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Recyclable Materials and Organic Materials) Collected, and a description of the public education provided at the event, will be delivered to the City Contract Manager and event organizer.



Caglia's Recycling Ranger Program

Caglia Environmental proudly presents the "Recycling Ranger" program, an innovative initiative designed to elevate environmental stewardship and community engagement in Clovis. Although there is room for everyone, the Recycling Rangers will be primarily comprised of senior citizens and CUSD high school students, bridging generations to work toward a cleaner, greener City.



Together, they will provide environmental education, promote recycling, and manage waste collection at key Clovis events, inspiring the community with their commitment to sustainability.

Community Engagement and Education The Recycling Rangers team will include Senior Recycling Rangers and Junior Recycling Rangers to support community education at special events, school carnivals, and downtown beautification projects.



They will manage recycling stations, educate the public, and provide detailed reports on recycling outcomes. Supported by partnerships with local organizations such as the Chamber of Commerce, BOOT, Clovis Youth Commission, Clovis Veteran's Memorial District, Clovis Senior Center, Clovis Culinary Center, and Clovis Unified School District, the Rangers will serve as environmental advocates across the City.





The program will also include a partnership with the Clovis Botanical Gardens and Tree Fresno, where Recycling Rangers will lead composting and food recovery education. This collaboration will support the Botanical Gardens' expansion, including fundraising for a visitor center and establishing a new compost location.

Recycling Rangers will provide classes on composting, organize recyclable craft days, and host other educational events to promote sustainability within the community.

Keep Clovis Beautiful Initiative. Through the "Keep Clovis Beautiful" initiative, Senior Recycling Rangers will lead citywide clean-up activities with Junior Rangers coordinating efforts with local non-profits, schools, and church groups. These activities will foster positive, community-driven experiences for all participants. To enhance public involvement, the Rangers will organize an art contest, encouraging residents to design graphics for special event receptacles that will be used throughout the City.



Interactive Recycling Robot and Electric Garbage Collection Truck. Additionally, the Rangers will manage the "Can Cruncher," an interactive recycling robot featured at City event booths. The Can Cruncher allows users to recycle cans and select a beneficiary for the CRV funds, supporting CUSD schools, the Clovis Library project, local churches, the Clovis Senior Center, or first responders. This interactive feature not only provides entertainment but also motivates active recycling participation and supports local causes.

At community events, Senior Rangers will drive a small-format, all-electric garbage collection truck as part of the team's recycling management efforts. This engaging and eco-friendly vehicle reinforces Recycling Rangers' commitment to sustainability while capturing public interest and encouraging responsible disposal practices.



Career Development and Internship Opportunities. To support career development, the program will offer paid internships for college students as Junior Rangers in areas like marketing, outreach, and environmental health and safety (EHS). Junior Rangers interested in waste management roles will also have access to a commercial truck simulator for training. This pathway aims to build a locally trained workforce, enabling Clovis students to pursue careers within the City.

Public Safety Partnership. In partnership with Clovis first responders, Recycling Rangers will educate the public on the proper disposal and handling of hazardous materials, including batteries, fireworks, medications, firearms, and ammunition. This partnership with the Clovis Police and Clovis Fire Departments can be extended to educate the public on any other information the agency feels is important to the safety and health of the community.





The Recycling Rangers will be champions of Clovis, dedicated to beautifying the City and promoting sustainable habits. With paid Senior Ranger positions, Junior Ranger internships, volunteer opportunities, and strong community partnerships, the Recycling Rangers will become a valued resource, fostering a cleaner, healthier future for Clovis.

Age Group

How You Can Participate with Recycling Rangers

6-12

Join mom, dad, or other family members to help beautify your school or neighborhood with Recycling Rangers.

13-17

Join the Junior Ranger Program, including volunteer opportunities and an internship track for learning and community service.

18-22

Apply with Caglia Environmental for a paid position as a Sorter, Driver Helper, and enroll in the Driver Education Program for hands-on experience in waste management. We also have internship positions available for our Marketing and Environmental Health & Safety departments.

23+

Apply for a paid Driver position to support Recycling Rangers' efforts in community waste collection and recycling.

55+

Become a Senior Ranger, a paid position leading community projects and mentoring younger Rangers.

Optional Services

Multi-Family Kitchen Pail Program

Caglia will purchase and distribute 2-gallon organic waste kitchen pails for MFDs to aid in the convenient placement of food scraps in green containers. Each kitchen pail will contain educational materials that describe how to use the



organic food waste kitchen pail and how food waste is recycled. One container will be provided to each MFD unit in accordance with the implementation plan and Franchise Agreement. The first kitchen pail will be provided at no cost for the MFDs and replacement kitchen pails will be provided for an additional charge.

Commercial Container Cleaning or Exchanges

Once per year, Caglia will offer customers the opportunity to exchange their organics containers should they become dirty. Upon request, customers may call the Caglia office and request a clean container no more than once a year. The container will be exchanged within ten (10) working days of request. The container will be serviced by the collection vehicle prior to replacement and once empty, the bin delivery truck will replace the dirty container with a clean container. The dirty container will be taken back to our maintenance facility where it will be steam cleaned and stored. This service is offered as an additional cost to the base proposal included in the alternative rate, as described Section 15 of this proposal.



Additional Value-Added Enhancements

As our commitment to the environment and to the City of Clovis, we are offering the City with the following enhancements that have been designed to increase diversion, maximize participation in recycling programs, and help eliminate litter and illegal dumping.

Services included in our base proposal:

- ✓ Illegal dumping collection & diversion/disposal (up to 100 tons/year)
- ✓ Local landfill support including:
 - » Technical, permitting, training and operational consulting
 - » 250 tons a year of CalTrans Class II Base Rock or asphalt grindings for Public Works use
 - » Delivery of 250 tons/year of crushed rock or asphalt grindings to the landfill
- ✓ HHW – Training and Best Practice Consulting
- ✓ Mattress recycling for residents at our CARTS location.
- ✓ Through our “Just Porch It” partnership, residential textile pick-up and recycling.
- ✓ Clovis Resident “Dump Days” 4 times/year
- ✓ Battery and Sharps drop off at our Clovis Office for Clovis residents

Additionally, at our pass-through cost and if requested by the City, we would gladly provide:

- ✓ Use of one of our many Hazwoper-Certified Technicians
- ✓ Local landfill support including:
 - » Additional crushed rock or asphalt grindings (beyond the free 250 tons per year), perfect for maintaining landfill roads, winter pads, or drainage outlets
 - » Labor and Machinery if the City is in need.
 - » Guaranteed Capacity for waste at CARTS in high wind conditions or other times of need.

Caglia has hosted over 15 mobile collection events with more than 10,000 participants!



You Call, We Haul!

Caglia will provide up to 100 tons per year of free pick-up of illegally dumped materials in the City. Our experienced, trained, and Hazmat Certified Staff will be happy to be a part of keeping Clovis Clean!

Supporting the City's Training. With over 12 years of experience operating the Household Hazardous Waste Facility in Madera County, we have built a strong foundation of expertise and practical knowledge in running a successful HHW program that we would share with the City, through on-site or virtual training sessions for Clovis staff. Our training programs cover best practices for hazardous waste collection, identification, and segregation. In the event of an emergency, staffing shortage or special event, we can provide at a pass-through cost to the City, our Hazwoper-Certified Technicians to assist with the acceptance of material at the Clovis Hazardous Waste Facility. These experts bring years of experience and the necessary certifications to ensure safe and efficient waste management.

Delivery of Rock/Grindings. Caglia is pleased to offer the City the free delivery of up to 250 tons per year of CalTrans Class II Base Rock or asphalt grindings for use by the Public Works Department. These high-quality materials, which are recycled and processed at our state-of-the-art facility, are regularly tested to ensure they meet or exceed the required specifications for road use.

Local Landfill Support

While Caglia shares the ambitious goal of a world with zero waste, we recognize that landfills still play an essential role in waste management today. With over 80 years of experience in owning and operating landfills, we have built a vast network of tools, resources, and expertise that we are eager to share.

Technical, permitting and operational training support. We would like to extend an open invitation to the Clovis Landfill team to visit any of our operational or closed landfills for observational training sessions. This can include everything from cell development projects and leachate pond management to gas systems and general landfill operations. Caglia and its Post Collection Leadership Team are available to provide free technical, permitting, or operational assistance to the City. Our decades of experience ensure that we can offer valuable insights and solutions tailored to your specific needs.





Emergency response and special event assistance. Caglia offers a unique set of services to support the Clovis Landfill, including emergency response and special event assistance. With a fleet of skilled operators and a wide range of equipment, we can provide labor and machinery at a

pass-through cost to support the landfill in times of need. For instance, renting specialized equipment such as landfill compactors or dozers—often difficult to find with the proper guarding—can be a challenge. Fortunately, we typically have spare units on hand, ready to deploy when necessary.

Free delivery of screened C&D Trommel Fines & 250 tons per year crushed rock.

We can deliver screened Construction & Demolition (C&D) trommel fines at no charge, a valuable resource for use as Alternative Daily Cover (ADC) at the landfill. We will deliver up to 250 tons per year of crushed rock from our CARTS facility at no cost, perfect for maintaining landfill roads, winter pads, or drainage outlets. Should additional material be required, we will provide it as a pass-through cost to the City.

Guaranteed Capacity at CARTS for Waste Disposal. During high-wind days or other special events that may affect the Clovis Landfill's operations, we guarantee capacity at our CARTS facility to accept waste materials from the City. This service will be provided at a discounted, pass-through rate to the City.



Fleets

Policy 1.5 Fleet Operations: Purchase low- or zero-emission vehicles for the City's fleet where feasible. Use clean fuel sources for City-owned mass transit vehicles, automobiles, trucks, and heavy equipment where feasible. **Caglia will be a using near-zero CNG fleet powered by carbon negative renewable natural gas for operations in Clovis and will explore implementing other low- and zero- emission collection vehicles as technologies advance.**



Planning for ZEV Requirements

Reducing impacts from our vehicle emissions has been a cornerstone priority for our operations. We operate clean CNG trucks and use renewable natural gas (RNG). We continually look for new technologies and fuels that will further improve local air quality while reducing greenhouse gas emissions from our collection and transfer vehicles fleet. **As a commitment to this effort, Caglia will pilot a hydrogen vehicle in the City of Clovis.** This will assist both Caglia and the City to investigate the opportunities that hydrogen-fueled vehicles may offer.



Caglia piloted an electric sideload vehicle in 2023 as an effort to prepare for this upcoming technology. Although the pilot demonstrated some challenges, we remain committed to working with new technology vendors to prepare for future regulations.

Caglia continues to ensure our operations are prepared to meet air quality standards and rules as technology becomes more readily available and meets the specifications to reliably and efficiently accomplish the services described in this Proposal. The ACF became a state regulation on October 1, 2023, and requires the transition of our fleet to either battery electric or hydrogen fuel cell vehicles over the next 18 years.

Sean Edgar from CleanFleets.net has provided a phase-in plan for maintaining CARB compliance for all of our vehicles operating in California. To ensure that the cost of the transition to Zero Emissions Vehicles (ZEV) does not overly burden any single jurisdiction, any new fleet additions required for collection services will be included in the broader Transition Plan for our entire fleet. A complete ZEV phase-in plan for Caglia's fleet is provided below.

ZEV Phase-In Plan: A Shared Approach for ACF Compliance

Percentage of Vehicles that must be ZEVs by December 31 st (including Clovis)	2026 (0%)	2029 (10%)	2032 (25%)	2035 (50%)	2038 (75%)	2041 & beyond (100%)
Minimum Vehicles to Comply	0	7	17	34	50	67
Number of Compliant Vehicles in Fleet (from prior year)	0	0	7	17	34	50
Compliance Requirement	0	7	10	17	16	17



CleanFleets is an environmental engineering company that contracts with public agencies (Central Contra Costa Sanitary District, for example), Fortune 500 companies (like AT&T), and the waste industry in order to plan and execute increasingly complex clean transportation programs.

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4 Implementation Plan



Caglia is committed to a smooth transition of services for the City of Clovis. Our thoughtful plan focuses on the customer first to minimize disruptions and will ensure the City is brought into SB 1383 compliance quickly.





Focus areas of our Transition Plan include:

- ✓ Comprehensive Planning
- ✓ Collaboration with the City & Previous Hauler
- ✓ Timely & Informative Public Education & Outreach
- ✓ Effective & Accurate Communication
- ✓ Dedicated Resource Investments
- ✓ Thoughtful & Expedient Problem Resolution

Our management team will meet on a regular basis with the City to review any necessary updates to the Transition Plan, including procurement schedule, account data management and software integration, progression in public education and outreach, container delivery, and personnel recruitment and training. Integral to our ability to meet the milestones and timeframe goals of our Transition Plan is our strong relationship with vendors, our understanding of the City of Clovis' needs and expectations, while minimizing disruption to customers. Prior to the commencement of collection in the City on August 1, 2025, Caglia will have prepared the following:

- ✓ Vendor guarantees on all required equipment, including containers, vehicles and technology to begin collection and diversion services.
- ✓ Robust outreach and education program that aims to have personal contact with customers to walk through the transition of services, right-sizing containers, answering questions, and ensuring disruptions are kept to a minimum.
- ✓ Onboarding of displaced employees and new staff to assist in the implementation of transition services.

In Caglia's experience, all challenges can be addressed through close collaboration and effective communication among all stakeholders involved in the transition. To this end, our Transition Plan provides for transition coordination meetings to occur regularly throughout the course of the transition of services. Caglia assumes City staff will be present during the transition meetings to meet with various stakeholders, including vehicle, container, and equipment vendors, representatives of the current collection contractor, and subcontractors, if applicable. Emphasis on well-defined coordination will be necessary for transferring the previous hauler's customer database, employee recruitment and hiring, and container distribution, prior to the commencement of services. In addition to regular meetings, Caglia can provide written status reports that provide progress updates no later than Friday of the week following execution of the Franchise Agreement.

We understand that collection services will commence on August 1, 2025, and we developed our transition schedule to allow for sufficient time for unscheduled delays from vendors and other unforeseen events that are out of our operational control.

Our Transition Plan and schedule are organized into the following categories:

- **Contract Negotiations**
- **Vehicle Procurement**
- **Container Logistics**
- **Database Development & Customer Service Systems**
- **Employee Hiring & Training**
- **Administrative/ Corporation & Maintenance Yard**
- **Public Education & Outreach**



Our goal is to deliver consistent service, prioritize customer needs, accomplish the City's goals, and coordinate with the previous hauler in order to implement the smoothest transition possible!

4.1 Contract Negotiations

Contract Negotiations	Date	Task	Accountable Party
	December-2024	Review Proposals, Conduct Interviews & Contract Negotiations	City of Clovis & Richard Caglia
	January-2025	City Council Approves Franchise Agreement with Caglia	City of Clovis
	January-2025	Execute Final Franchise Agreement	City of Clovis & Richard Caglia
	February-2025	Coordinate Transition Meetings & Reports	City of Clovis
			Richard Caglia
			Keith Hester
			Rob Emerson
	August 1, 2025	<i>Commencement of Collection Services</i>	

During this initial phase, Caglia and the City will meet regularly to discuss and negotiate all aspects of the Franchise Agreement. Once the Franchise Agreement is finalized, Caglia will work diligently on finalizing necessary plans and schedule coordination meetings with stakeholders to ensure the schedule is met and all aspects are successfully implemented.



“At the end of the day, it will be a series of promises we make and expectations we set.

Our reputation has always been about how we’ve kept those promises.”

Richard M. Caglia, Owner, Caglia Environmental



4.2 Vehicle Procurement

Vehicle Procurement	Date & Duration	Task	Accountable Party
	January-2025	Develop & Finalize Vehicle Procurement Plan	Rob Emerson
			Javier Camacho
	February-2025	Place Vehicle Order (as necessary)	Rob Emerson
			Javier Camacho
	February 2025 to June 2025	Vehicles are Manufactured	Vendors: Battle & Amrep
	July 2025	Vehicle Delivery, Equipment Installation, Testing & Training	Rob Emerson
	2 months		Javier Camacho



Immediately following the execution of the Franchise Agreement, Caglia will develop and finalize a comprehensive Vehicle Procurement Plan that can be provided to the City for review and feedback, upon request.

Once the Vehicle Procurement Plan is finalized, Caglia will place the necessary vehicle and equipment orders with vendors, which have promised to deliver the necessary vehicles in July 2025, allowing for approximately 1 month to install additional equipment (onboard computer systems), test, and train employees on operations of the new equipment.

Rob Emerson and Javier Camacho will ensure all collection vehicles are inspected, additional onboard equipment is installed, and vehicles are field tested before the start of service on August 1, 2025. These tests will assure all vehicles are ready to begin safely and efficiently servicing customers in the City of Clovis. Specifically, all vehicles will be road-tested, including testing mirrors, lifting mechanisms, body unloading functions, radio transmissions, onboard computer technology, and all safety equipment.



Contingency Plan. If manufacturing delays occur with the collection vehicles, we are prepared to rent, or fleet share, comparable collection equipment as a contingency. Spare collection vehicles will be purchased and utilized as necessary for the remainder of the Franchise Agreement to minimize impacts to collection operations.

4.3 Container Logistics

Container Logistics	Date & Duration	Task	Accountable Party
	Jan-2025 (1 st 2 weeks of January)	Develop Container Logistics Plan	Rob Emerson
	Jan-2025 (2 nd 2 weeks of January)	Review & Approve Container Logistics Plan	City of Clovis
	Feb 2025 to March 2025	Reach out to Customers for Container Sizing	Jennifer Joaquin
	March-2025	Place Order for New Containers	Rob Emerson
	April 2025 to June 2025	Containers Are Manufactured	Vendor: Wastequip
	2 to 5 months		
	July 2025 to August 2025	Container Delivery, Staging, Assembly, Labeling, & Distribution to Customers	Rob Emerson
	1 to 2 months		Route Supervisor (TBD)



Given that the City of Clovis owns and maintains all SFD containers, Caglia is only required to provide commercial and MFD bin customers with containers as requested by the customer and based on their service level. Instead of refurbishing or using old bins, we are proposing to purchase new bins to use in the City of Clovis.

We will cooperate with the previous hauler to ensure that all existing bins are replaced with our new bins prior to September 1, 2025. In order to do this and once the Franchise Agreement is executed, we will develop a Container Logistics Plan that will be provided to the City for review and feedback no later than February 1, 2025. Prior to submitting orders for new containers, we will give the City copies of the container orders (including text for labels and lids) for review and approval. Purchase orders for new commercial and multi-family containers will be placed in sufficient time to reserve a place on the vendor's production schedules. A longstanding relationship with our cart and bin manufacturer (Wastequip) provides us the assurance that manufacturing and delivery schedules will be met. We anticipate new containers will require between 2 to 5 months for manufacturing and delivery. Container orders can be staggered to phase in new customers or provide additional time if any delays result from the previous hauler container collection operations.



In order to ensure sufficient inventory, Caglia will place several orders during the transition and prior to the start of collection using the most recent data available regarding container sizes. Additionally, the order will allow for sufficient inventory of all sizes, providing assurances that all customers will have the correct number and size of containers.

Container Staging & Storage. Containers will be staged and stored at our corporation yard in Fresno that will be a secure, covered, and paved area to ensure containers are maintained at their highest quality prior to being delivered to customers.

Container Labeling. Carts will arrive with molded labels embedded in the lids and carts will be fully assembled during the cart roll-out. Bins will require labeling, which will be conducted ahead of bin delivery and distribution to customers.



Our containers will have QR codes that will direct customers to our online recycling guide. In addition, each cart will have a City selected, embedded instructional label on the lid.



Container “Right-Sizing” & Selection Process. Comprehensive technical assistance and outreach to MFD and commercial customers is particularly important to minimize disruption, particularly because Caglia expects customers will participate in our expanded recycling and organic recovery programs.



To facilitate this transition, Caglia will immediately begin reaching out to customers to discuss the transition of services, available recycling and organics programs, and container options and sizes. Customers will have the opportunity to keep their same collection container sizes

through the transition, or transition immediately to new container sizes and start expanding their diversion practices. All public outreach information will be very clear about this process, and we will work closely with MFD and commercial customers and make every effort to field the current levels of recycling, in order to accurately pre-order containers. This may include a survey process for businesses using container and service selection postcards, mailers, and a website to get business input on pre-ordering recycling containers.



**New Customer
Clovis, CA 93612**

☐ 48 Gal. Organics
Green Cart
or
☐ 96 Gal. Organics
Green Cart

You will Receive a
96 Gal. Recycling Blue Cart



**Welcome to Caglia Environmental.
Please Select your
preferred cart size.**

**Call us with any questions!
www.ClovisRecycles.com
(559) 233-1158**



**Caglia Environmental
3457 S Cedar Ave
Fresno, CA 93725**

Container Distribution Process. To ensure minimal disruption to customers during the distribution of new commercial and MFD containers, the removal of the existing container is necessary due to space constraints and routing logistics. Therefore, the process is an exchange of containers rather than solely a distribution of new containers and collaboration with the current hauler is essential. Caglia will send collection vehicles to empty the contents of the old container, our staff will follow the collection vehicles and remove the old containers. The new container will be placed in the collection location, minimizing service disruptions for customers. The old containers will be delivered to the previous hauler at no charge to the City.

Distribution of new commercial and MFD bins will be done by route/day. This will minimize traffic delays, facilitate supervision, and provide for more efficient use of equipment. We will complete the exchange of bins route-by-route, until the entire City has been completed.



Contingency Plan. Our experienced team of managers who are familiar with the City will oversee deliveries and exchanges. This process will ensure that Caglia is in full control of the container distribution process and that customers are neither left with extra containers nor without one. Delivery performance will be monitored and adjusted as needed to ensure minimal impact on customers and the community. In addition, Caglia has over 300 frontload bins ready to be deployed and can be used as temporary containers as part of the contingency plan.



4.4 Customer Service & Billing Database Development

Customer Service & Billing Database Development	Date	Task	Accountable Party
	January-2025	Coordinate Customer Service Database from Existing Hauler	Keith Hester
	February-2025	Receive Database & Upload into AMCS Software System	Nancy Cha
	Feb-2025 to Mar-2025	Conduct Desk Review of Customer Database & Service Information;	Nancy Cha
	2 months	Develop routes and detailed maps	Rob Emerson
	April 2025 to Aug 2025	Update Database w/ Service & Customer Details from Outreach, Mailers, Field Verifications, etc.	Nancy Cha
	2 to 5 months		Rob Emerson
			Nasreen Johnson
			Jennifer Joaquin

Throughout the transition, routes will remain unchanged, and residents will be serviced on their regular collection day. As mentioned previously, we will collaborate and coordinate with the existing hauler to provide collection services while distributing new containers to commercial and MFD customers. In addition to coordination with the current hauler for service and routing operations, we also will coordinate the transfer and accuracy of their existing customer database and billing system.

During the seamless transition, routes will remain consistent, and residents will continue to receive services on their regular collection day. Watch our video to learn more.



[Watch our video](#)



Tila Ray, Lead Operations Specialist

After the Franchise Agreement is executed and vehicles and containers are ordered, Caglia will develop a plan to start the transfer of the current commercial customer service and billing database from the existing hauler. To ensure a smooth service transition, we will request the current commercial customer database in electronic format be provided no later than February 1, 2025. Working in collaboration with the City and the current hauler is essential in obtaining an accurate customer database. The hauler's database will be converted into our AMCS customer service software format and verified for accuracy. A final working version of the commercial customer database will be available to the City and used to ensure our container logistics plan can proceed according to schedule.

Customer information that will be needed, at a minimum, from the previous hauler, includes:

- | | |
|--------------------------|--------------------------------|
| ✓ Customer name | ✓ Collection day(s) |
| ✓ Customer email address | ✓ Special servicing |
| ✓ Billing address | requirements (entry key, |
| ✓ Service address | electronic opening devices, |
| ✓ Contact information | entry code requirements, etc.) |
| ✓ Service level | ✓ Account history |

Once the customer database has been uploaded into AMCS, customers will be assigned new account numbers. Our AMCS data files will be used for routing and outreach information and Caglia will begin the desk review process to assess service levels for customer accounts. The current service level information will be used for outreach to customers during technical assistance and outreach visits/audits. Service levels will be appropriately adjusted using multiple platforms of communication. This includes desk reviews, input from customers and field verifications. We expect customers will provide additional feedback after receiving the initial public education and outreach materials along with and receipt of new service mailers.



Along with service selection information, we will provide an introduction to electronic billing and payments to our customers and highly suggest that they enroll before service begins so that their first bill is received electronically. Customers will also be able to set up automatic payments to begin after receipt of their first bill.

Routing. Routes will be finalized using customer data in AMCS, which assists in implementing advanced routing and mapping technologies to configure routes in a manner that is safe and efficient for the operations throughout the City. Using these technologies provides efficient route auditing and can be used by the route supervisor to inspect the area for safety or other local concerns (such as schools and parks) during the proposed scheduled time. AMCS allows drivers to complete a stop-by-stop accounting of the services and special care will be taken to ensure uninterrupted service to customers.



Contingency Plan. Based on our prior experience with transitions, we understand incumbent service providers may only provide limited information. We are prepared to take information previously submitted to the City combined with our individual site visits and right-sizing, and still be prepared to service the City in accordance with the proposed transition timeline. We are prepared to have to manually enter all accounts one-by-one if file transfers or data upload issues present themselves. A minimum of 4 months has been allocated to complete route work and conduct service level audits, which is more than adequate to complete the process.

**Our three (3) month
Customer Service
Academy will ensure that
our staff is ready to meet
the needs of this
transition.**



4.5 Employee Hiring & Training

Employee Hiring & Training	Date & Duration	Task	Accountable Party
	April-2025	Engagement with Current Hauler Employees via Recruitment Fair	Caglia HR Team
	1 month		Rob Emerson
	April 2025 to May 2025	Collection Employees Interviews & Screening	Caglia HR Team
	2 months		Rob Emerson
	March 2025	Hiring Route Supervisor	Rob Emerson
	April 2025 to June 2025	Route Supervisor Onboarding & Training	Caglia HR Team
	June 2025 to August 2025	Collection Drivers Onboarding & Training	Caglia HR Team
	2 to 3 months		Route Supervisor (TBD)
	Jan-2025 to May-2025	Diversion Coordinator and Recycling Rangers Hiring & Training	Caglia HR Team
	5-7 months		Jennifer Joaquin
	Jan-2025 to May-2025	Route Manager & Mechanics Hiring & Training	Caglia HR Team
	5-7 months		Nancy Cha
			Javier Camacho

Caglia will begin the process of hiring the necessary staff that will fill the roles specifically for the City of Clovis no later than March 1, 2025, allowing for 5 months of Employee Recruitment and Onboarding, which includes recruitment, interviews, screening, hiring, and training of all new employees.

It is our primary objective to hire the best people, who embody our company ethics and philosophies. These fundamental values assist to facilitate a smooth transition of services and contribute to the long-term success of our operations. Candidates for open positions will be sourced from local career centers, as well as from the current hauler. We place the utmost importance on hiring locally in order to strengthen the communities in which we live and work.

Caglia will host a **Recruitment Fair** where any displaced employees can meet the Caglia management team and learn about our company history and culture, job opportunities, transition timelines, and understand our recruitment, training, and hiring process. In addition, Caglia will work closely with local career centers to encourage potential employees to attend the Recruitment Fair, along with selecting and scheduling candidates for interviews. In addition to our hosted Recruitment Fair Caglia

intends to participate in Job Fairs in Clovis when they are relevant to our industry and workforce.

Training Plans. Allocating sufficient time for training of new employees is an important aspect to our Transition Plan and is a built-in contingency, as properly trained staff efficiently perform their jobs and reduce errors. Drivers will receive a training schedule upon receiving their employment offer, and safety training will be a key topic in the onboarding process. Completion of training will include a working knowledge of safety procedures, operation of the vehicle, on-board computer system, and route familiarity.

The onboarding training will further include drivers getting acquainted with driving their routes, demonstrating proficiency at on-board communications with CSRs, and completing all service collection functions at 100% operating proficiency. In addition to completing required training modules, drop-in visits will be available to drivers that want to receive additional hands-on practice. Driver training will be conducted at our Fresno Facility. Details on CSR training are discussed in detail in Section 5 of this Proposal that follows.



Sylvester Cervantes has worked with Caglia for over 46 years, one of our longest standing employees. Watch our video to learn more about why he loves working here.



4.6 Administrative / Corporation & Maintenance Yard

Administrative / Corporation & Maintenance Yard	Date & Duration	Task	Accountable Party
	January-2025	Negotiate lease/purchase for Local CSR office in Clovis	Keith Hester
	Jan-2025 to May-2025	Order and install office equipment and supplies	Rob Emerson
	May-2025 to Jun-2025	Installation, testing & refine CSR systems & database, as needed	Nancy Cha
	May-25	Parking Lot Striping at Corporation Yard for new vehicles	Javier Camacho

For our operations in the City of Clovis, we will utilize our existing Administrative, Corporation and Maintenance Yard in Fresno for administrative operations (customer service, billing, human resources), collection vehicle parking, container storage/staging, and vehicle maintenance operations. Our local Clovis office will be centrally located and Caglia will begin the process of securing space immediately following the award of the Franchise Agreement. For additional information on our proposed Clovis office, refer to Section 5 of this Proposal.



Contingency Plan. Contingency planning for administration and facility development includes extended lead times for all components, including negotiations, approval, start-up, permitting (if applicable), and any anticipated unforeseen events. Caglia can also secure other locations through our numerous contacts in Fresno County. We additionally have well established facilities just 12 miles away from the City at our CARTS location that can be utilized for container staging, vehicle maintenance and storage and administration if we experience significant delays, although this is not anticipated.



4.7 Public Education & Outreach Plan

Public Education & Outreach Plan	Date & Duration	Task	Accountable Party
	January-2025	Outreach drafts provided to City for review and approval.	City of Clovis
			Casarra Aragon
			Jennifer Joaquin
	Jan-2025 to Mar-2025	Approved Outreach items are disseminated among customers.	Casarra Aragon
	Feb-2025 to Jun-2025	Door to door site visits for all commercial and MFD customers are conducted to verify service levels, conduct on-site audits and training and provide outreach.	Jennifer Joaquin
			Team of Recycling Rangers
	Feb-2025 to Jun-2025	Develop Company Website with Clovis-specific information	Nasreen Johnson
			Casarra Aragon
	June 1 st annually	Outreach and Education Programs transition to regular annual Outreach	Nasreen Johnson
			Jennifer Joaquin



Effective and consistent public education and outreach is key to a successful transition. Caglia will work closely with the City to ensure all outreach items, programs, and activities are developed and executed in a collaborative way. To ensure quality deliverables, our schedules for design, proofing, approval, production, and distribution will be provided to the City with ample time to review and provide

comments/feedback. Caglia will ensure a dedicated City of Clovis team is available during the implementation of Outreach and Education during the transition, where it is our belief, this investment will ensure each new program will begin smoothly. Caglia will use a range of platforms to notify customers of the transition of services including media, social media, direct mailers, door-to-door visits, and community meetings. The outreach programs will begin ahead of the service start date and finish several months after initiation to ensure customers are provided ample opportunities to adjust their service needs, contact Caglia with questions and where all items can be resolved promptly.

We will be implementing a phased approach for our Public Education and Outreach activities. The following phases are described below.

1 **Phase 1:** Initial implementation plan meetings will take place between Caglia and the City to discuss a branded outreach campaign for the transition between services and provide review and feedback on all pieces of the planned campaign. This includes the website, social media platforms, other electronic materials, printed flyers, information packets, and cart hangers.

2 **Phase 2:** Caglia's Diversion Coordinator and Recycling Rangers will attend community events, meetings, workshops and provide presentations to Chamber groups, HOAs, commercial customers and other community organizations. They will leverage existing communication channels, such as bulletin boards, newsletters, e-news, Nextdoor and other web-based platforms such as Facebook and Instagram pages. Caglia's website will be updated or upon any updates to the transition schedule, to ensure the dissemination of information to all accounts in the City of Clovis. Further, an online system will be implemented to collect customer emails for use in outreach and marketing campaigns to complement all outreach campaigns.

New service and container "right-sizing" mailers will be sent out to customers to introduce Caglia as the new recyclables and organics service provider and give customers the opportunity to select their service levels based on their needs. The mailer will highlight our website and online options for customer convenience. Our existing CSR Call Center in Fresno will be fully staffed and ready to receive local customer calls and inquiries generated from the initial media campaign. Customer accounts will be updated with the customer selections when mailers are returned to our office, or when customers contact our CSRs through the website, email or phone. When container selection mailers/information is received, CSRs will input service level information into the AMCS software system, and a work order will be generated for the container delivery phase of the transition. Caglia will also begin auditing and targeting commercial accounts and MFD premises to confirm recyclables and organics service levels, container locations, and review for additional recycling services during Phase 2.

3 **Phase 3:** The final phase of our public education and outreach campaign during the transition will consist of mailing all approved welcome packets to SFDs along with brochures and "how to" flyers to commercial and MFD

customers. The website and Mobile App will be finalized and provide a comprehensive interactive platform that will feature special sections for SFD, MFD, and commercial sectors. The website will go live at least thirty (30) calendar days prior to start of services and will be updated no less than quarterly.

The following summarizes our recycling resources that will be provided for all sectors (SFD, MFD & Commercial) in the City of Clovis during the transition period.

Transition Period Public Education & Outreach Activities – All Sectors

Newspaper Advertisement

One (1) time at the beginning of the Agreement (20-30 days prior to contract start date), a newspaper advertisement will be distributed that explains all programs that will be offered under the Franchise Agreement.



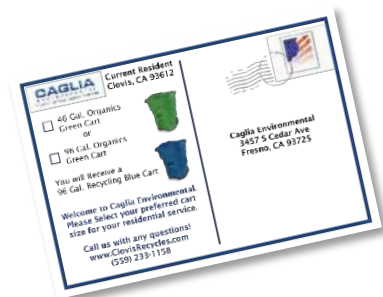
New Service Provider Mailer

Caglia will provide a direct mailer to customers that will give details on the change in service provider, program changes, date of the change of service, a recycling and organics guide, in addition to holiday schedule, expanded collection programs (sharps, battery/cellphones, used motor oil & filters) and basic information about the Caglia company. Information directing customers to our website and CSR number will also be provided in the event where customers wish to receive more information or have initial questions. Frequency will be one time during transition of services: 60 days prior to contract start date.



New Programs Mailing

For SFD Customers, Caglia will produce and distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Caglia will include its Holiday schedule and the Residential Recycling and expanded services guide. Frequency will occur one (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.



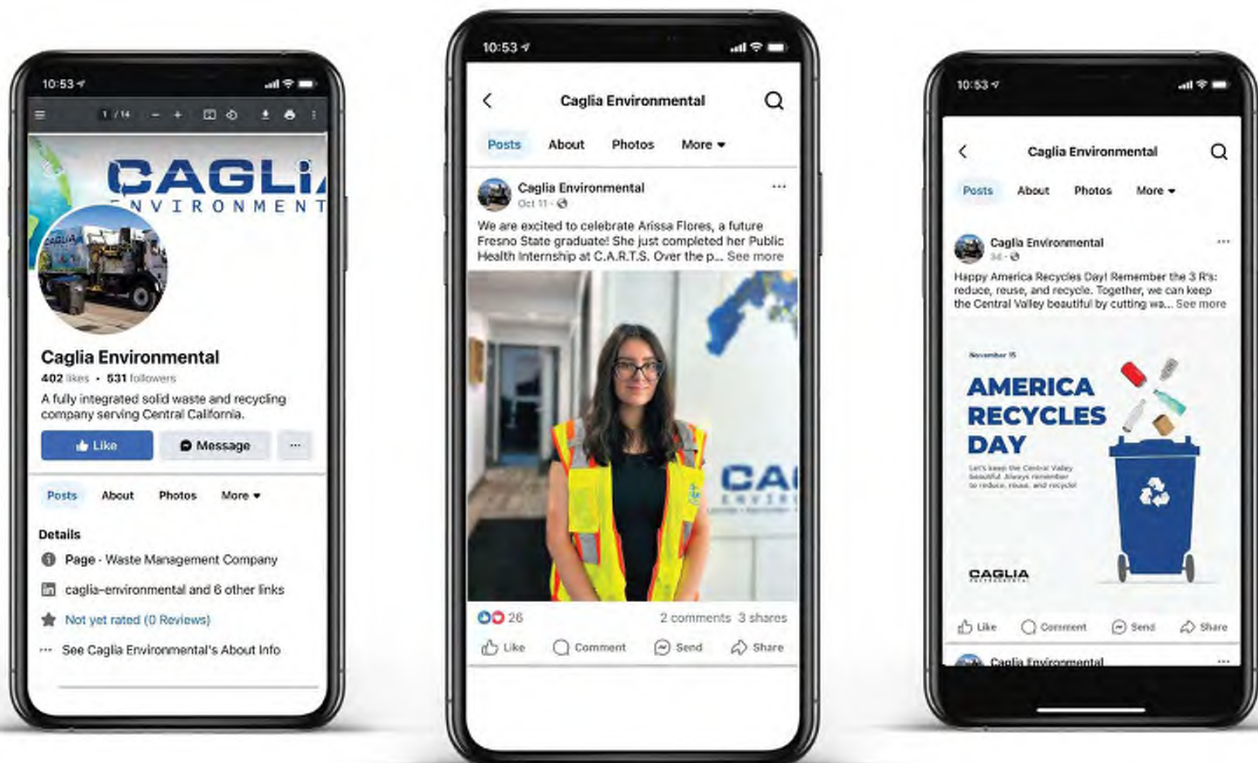
For MFD Customers, Caglia will produce and distribute a City-produced initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change. This will occur one (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi- Family Dwelling Units in City.

Subscription Mailer

Caglia will provide a self-mailer with return post cards for SFD, commercial, and MFD customers to choose their recyclables and organics containers sizes. The frequency will be one time during transition of services well ahead of the start date of the transition.

Social Media Sites

As an ongoing resource, beginning at least 60 days prior to contract start date, Caglia will create social media pages that explains the new agreement commencement date and major highlights, and all programs that will be offered (Mobile App, Nextdoor, Facebook, and other web-based platforms).



Public Service Announcement (PSA)

Distribute a City-produced PSA for local radio and cable television broadcast describing the new programs under the Franchise Agreement. Frequency will be one (1) time at beginning of the Agreement (20-30 days prior to contract start date).

Mass Media Campaign

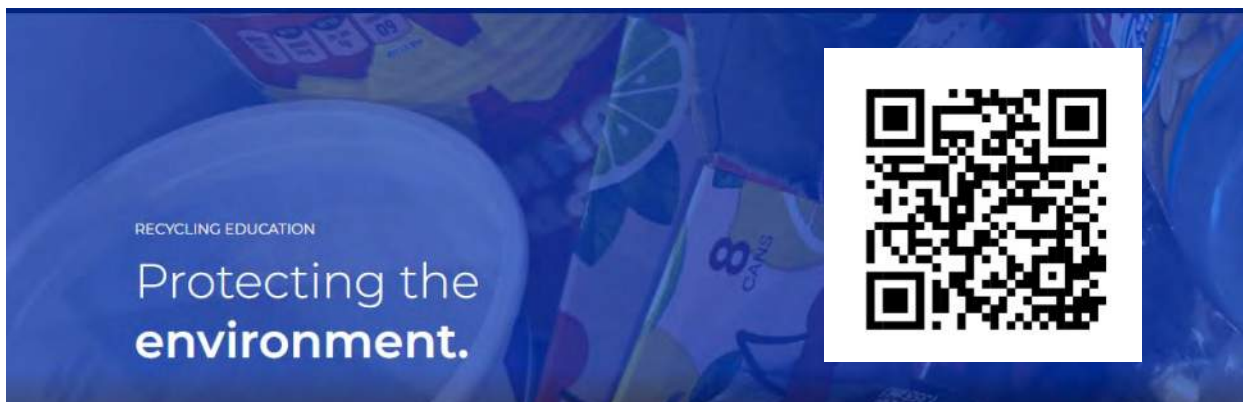
As part of a Mass Media Campaign, Caglia will produce and distribute advertising, including bus shelters, billboards, movie theater ads, print ads and online ads (Google AdWords, Facebook, etc.). This will occur one time during the transition of services: 45-60 days prior to contract start date.

Press Release

One (1) time at beginning of the Agreement (20-30 days prior to contract start date), Caglia will issue a City-produced press release to advertise and promote all programs, with particular focus on new programs that will be offered to each sector (SFD, MFD, commercial & City Facilities).

Website

Caglia will have a City of Clovis specific website (www.clovisrecycles.com) where it will present “how-to” information for participating in the collection and diversion programs. The site will be available in a mobile-first version for easy use on a mobile phone. This will include information regarding proper container setouts, links to click on for additional resources, information about seasonal collection programs, Frequently Asked Questions, information about available Facilities, and what happens to their materials that are placed in each container. All educational materials will be posted on our website in PDF and/or video format. The website will publish the current rates



charged to commercial customers. In addition, customers will have the opportunity to request outreach materials, site audits and/or presentations.

Truck-Side Advertising

Implement a Citywide truck-side advertising campaign to educate the public about Caglia's programs under this Agreement. Campaign content and messaging shall be created by the City, and each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters produced by the City and distributed by Caglia. Caglia shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement. Truck-Side advertising will be implemented quarterly.

Recycling & Organics Guide

Single Family Dwellings

For SFD Customers, Caglia will provide a "recycling guide" and "organics guide" specific to SFDs. This guide will reflect the service changes to the customer. In addition, the guide will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all SFD programs. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes, Bulky Item Collection, and information about the Caglia family of companies. Affixed (inside plastic bag, zip-tied to handle) to every SFD Recyclable and Organics Materials Cart delivered prior to the Commencement Date, and thereafter to all new customers. These guides will be sent by direct mail annually thereafter to each SFD customer.

Multi-Family Dwellings

For MFD Customers, Caglia will produce and Distribute a City-produced "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes. This will occur one (1) time at the beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each MFD Unit in City.

Commercial Customers

For Commercial Customers, Caglia will provide a “recycling guide” that will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability, AB 341, AB 1826, and SB 1383 information. Direct mail to Commercial customers will be sent 20-30 days prior to contract start date. Recycling guides will also be available via an easily accessible QR code on each container.

Workshops & Presentations

Caglia will visit homeowner associations, neighborhood groups, associations, MFD complexes, and commercial customers to promote and explain the recycling and organics programs and additional information to educate the groups on the importance of diverting materials from landfills. This will happen in person or via online platforms. This will occur at City Contract Manager or Customer request. For Schools, Caglia will present curriculum to teach children how to Recycle, Compost, and reduce waste at school and at home. Workshops will occur at the request of the City Contract manager.

Technical Assistance: Diversion Opportunity Assessments

Multi-Family Dwellings

For MFDs Caglia will offer diversion opportunity assessments at least one (1) time annually to each and every MFD Customer to meet with the property manager or Owner of MFD to promote Recyclable and Organic Materials Collection and replenish Move-in Kits as needed by each MFD. Additionally, upon City or Customer request, Caglia will 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. Caglia will also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials and then make recommendations for waste reduction, contamination prevention, and service level or frequency modification. Finally, Caglia will coordinate with CSRs and operations to implement service level changes, as needed. Caglia will prepare and submit reports to the City that documents MFDs targeted monthly, the existing service levels, recommendations made, and the outcome of technical assistance provided.

Commercial Customers

For Commercial Customers Caglia will offer diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer. Additionally, upon City or Customer request, Caglia will perform complete walk-throughs of each customer and discuss the internal and external layout with Manager; identify areas of generation, collection, noting areas for improved infrastructure, placement, or educational materials. Caglia will also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials and then make recommendations for waste reduction, contamination prevention, and service level or frequency modification. Caglia will coordinate with CSRs and operations to implement service level changes, as needed. Caglia will prepare and submit reports to the City that documents Commercial businesses targeted monthly, the existing service levels, recommendations made, and the outcome of technical assistance provided.

Schools

For Schools, Caglia offers on-going technical assistance to schools subscribing to Contractor's services, including performing annual waste assessments, calculating diversion rates, and communicating the results to the City to improve existing school Recycling and Organics programs. The annual waste assessments includes a specific assessment of Food Waste generated on the school premises; potential for source reduction and Diversion of Food Waste; and identification of Food Recovery education and programs that are established, both internally (e.g., lunch share tables) and externally (e.g., partnerships with local Food Recovery Organizations and Services). Distribution will occur upon request.



“How-to” Flyer: Organic Materials

For MFD Customers, Caglia will prepare and distribute a “how-to” brochure explaining the Organic Materials Collection programs for MFDs. These will occur by direct mail to MFDs 20-30 days prior to contract start date.

For Commercial Customers, Caglia will prepare and distribute a “how-to” brochure explaining the Organic Materials Collection programs for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses). Direct mail to commercial customers 20-30 days prior to contract start date.

“How-to” Flyer: Recyclable Materials

For Commercial and MFDs, Caglia will prepare and distribute a “how-to” brochure explaining the Recycling Materials Collection Programs for MFDs and each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses). Direct mail to MFD and commercial customers 20-30 days prior to contract start date.

Move-In Kits

For MFD Customers, Caliga will produce and distribute Move-in Kits for property managers and owners of MFDs for each unit. Move-in Kits will include a Multi-Family Recycling guide, an In-Home Recycling Container, and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program. These will be distributed during technical assistance Diversion opportunity assessments.

Educational Materials

For schools, Caglia will produce and distribute educational materials approved by the City that are geared towards younger audiences, such as educational videos, activity books, and recycling and organics posters.



Facility Tours

For schools, Caglia will promote, coordinate, and conduct educational field trips to the Approved Facilities. Frequency will occur upon City request. In addition, Caglia is excited to offer an engaging and educational virtual tour of our Materials Recovery Facility (MRF) designed specifically for students in the Clovis school districts. More information can be found in Section 7.

City Review of Print Materials

Prior to distributing any printed material regarding Caglia's services under the Franchise Agreement, we will provide the City with ample time to review and provide comments.

Contingency Plan



Contingency planning for public education and outreach operations takes into account extended lead times for all components, including collaboration, design, proofing, approval, production, distribution, and any anticipated customer response.



5 Customer Service Plan



Caglia is committed to providing excellent customer service to all customers in the City of Clovis. We prioritize customer satisfaction and strive to be a friendly and efficient service provider. Our customer service program will be implemented well in advance of the commencement of services and all Customer Service Representatives (CSRs) will be properly trained and informed on all aspects of our operations in the City of Clovis. We pride ourselves on providing professional, courteous, and excellent customer service and our Customer Service Plan has been developed specifically for the City of Clovis.

Local Customer Service Office

Immediately following execution of the Franchise Agreement, we will work on securing an office that is centrally located within the City of Clovis to house operations and outreach personnel that will be available for the public from 8:00am to 5:00pm Monday through Friday.



New Clovis Branch

Our new Clovis Branch will be designed to bring Caglia services closer to the community, providing a welcoming and accessible hub for all things waste management.

This branch will be staffed by friendly, knowledgeable staff along with part-time rotations by our General Manager, Customer Service Manager, and Diversion Coordinator. **Our goal is to make it easier than ever for Clovis residents and businesses to access support—whether it's finding recycling information, receiving assistance with service issues, or learning more about our recycling or organics collection programs.**

The Clovis office will also serve as a full-service resource center, enabling local business owners and residents to inquire about collection schedules and explore our latest sustainability initiatives. Commercial customers can get assistance with their accounts and pay bills. To ensure all members of the community feel welcome, we will include multilingual staff support through translation services, and an interactive tablet with additional language options. Resources on various waste diversion programs will also be available, along with brochures, digital displays, and a community bulletin board highlighting upcoming City and environmental initiatives.

Training Tomorrow's Workforce

In line with our commitment to community development, we are excited to propose a unique joint venture addition to our new Clovis Branch: a state-of-the-art heavy equipment and truck simulator. This advanced training tool would offer hands-on training and evaluation for Clovis landfill and collection staff, ensuring they're well-prepared to operate specialized heavy equipment safely and effectively. By providing this training locally, we aim to raise safety and skill standards while saving time and reducing costs.



The simulator also opens doors for collaboration with local construction companies, such as Floyd Johnston, Harris, Jim Crawford, and Bush Construction, by providing a shared resource for workforce development. This partnership would not only strengthen local business ties but also foster a cooperative approach to workforce training. In addition, we could partner with Clovis Unified School District (CUSD) to offer students exposure to careers in sanitation and heavy equipment operation through simulator demonstrations, workshops, and potential internships. We could turn our Junior Recycling Rangers into the Clovis Collection Drivers of tomorrow. This initiative aligns with our commitment to the City, creating career pathways and supporting the long-term growth and skill development of the Clovis community.

Hard to Manage Material Drop-off

Sharps & Battery Drop Off. A sharps collection container will be located at our local office in Clovis for safe disposal of used sharps. In addition, a Battery Bucket will also be available at the local Caglia office in Clovis for public use.

Textile Drop Off. Caglia is proud to continue our strong partnership with EcoWorld, also known as "Just Porch It," by expanding our efforts to the City of Clovis. Our existing collaboration, which features convenient and accessible donation drop-off bins at our current facilities (CARTS, Industrial Waste and Salvage, and Redrock Environmental Group) demonstrates our commitment to sustainable community services. By introducing these recognizable green EcoWorld donation bins to our Clovis office, we will create a new, central resource for residents and business owners, making it easier to donate clothing and shoes while promoting environmentally responsible practices. Through this initiative, Clovis residents will have greater access to sustainable recycling solutions and opportunities to contribute to a greener future.



Flag Drop Off. As a service to our community and to help honoring our Veterans we will provide a location to accept flags at our Clovis office to ensure they are properly disposed.

In addition, we will partner with the Clovis Veterans Memorial District to provide funding and support of their current flag collection and disposal program.



Our Partner in Textile Recycling

“

“Sustainability is our mission and working closely with the community by giving back to local organizations such as nonprofits, churches, and schools is our passion.”

- JENE D'AMBROSIO, PRESIDENT AND CO-OWNER OF D'AMBROSIO TRADING INC.



D'Ambrosio Trading Inc. is an authorized collector and certified closed loop textile recycler that provides an easy way to donate unwanted clothing, shoes, and other soft goods for businesses and residents. Sustainability is our mission and working closely with the community by giving back to local organizations such as nonprofits, churches, and schools is our passion. We have over 300 affiliates that we provide access to textiles, free of charge, as well as generate unrestricted revenue through our textile recycling program. We are proud to say that we have collected just over 94,593 lbs. of textiles from the residents of Clovis in 2024 through our free home pick-up service, Just Porch It. Eco World, which is provided to thrift stores and schools, additionally collected over 400,000 lbs. of textiles from the City. We look forward to expanding these programs with Caglia Environmental!

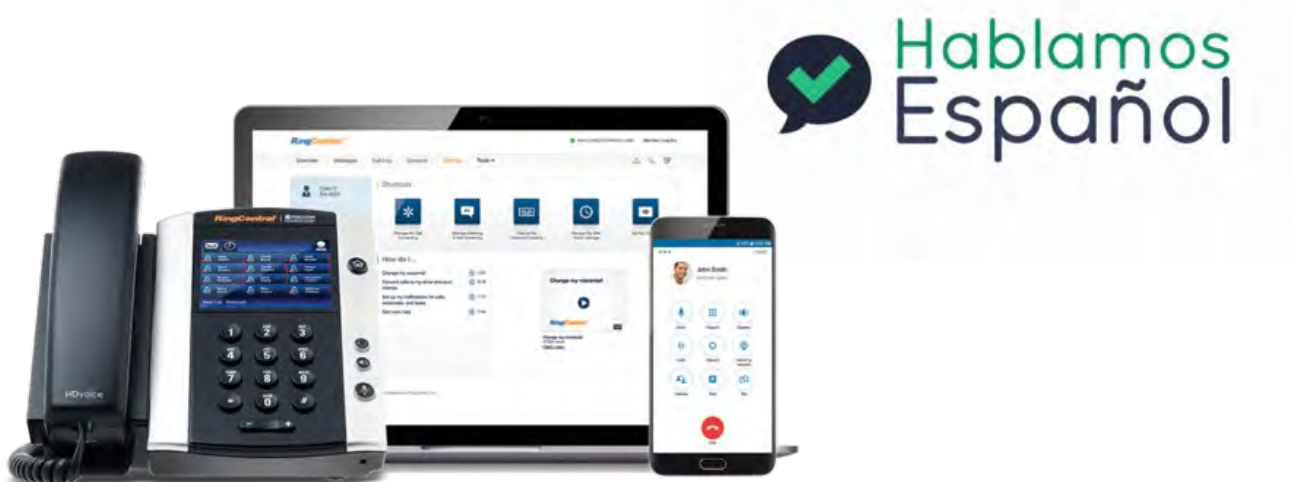
Customer Service Operations

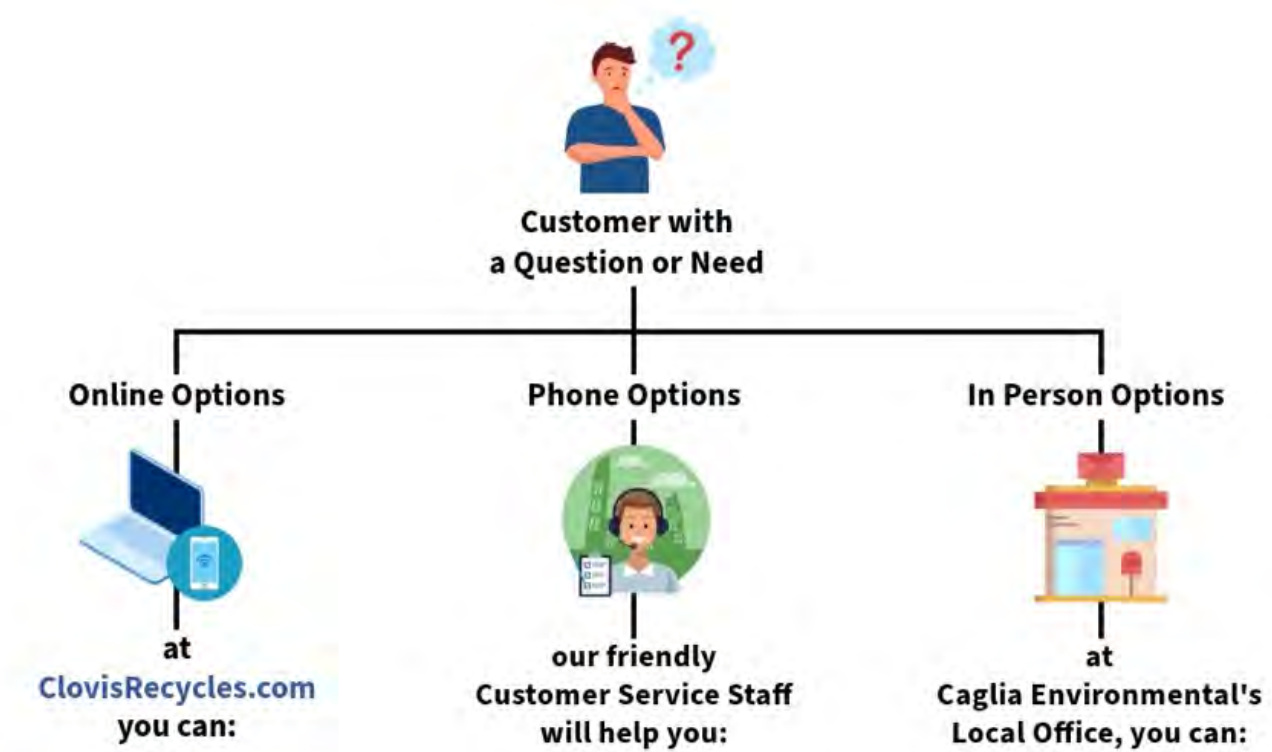
We will maintain a local or toll-free telephone number during office hours as well as an after-hours telephone number allowing twenty-four (24) hour per day access to Caglia management by City Contract Manager in the event of an emergency involving equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

All employees are considered CSRs and are trained to perform their job duties with customer satisfaction in mind and all departments communicate to determine opportunities for improving the customer experience.

We will have two (2) dedicated CSRs available to handle calls each day and additional CSRs at our Call Center can be utilized to offset caller wait times during periods of high call volumes. Our current CSRs handle an average of 240 calls per day and our average handle time (start to finish) is 04:18.

Our telephone system offers customers who have been placed on-hold during peak hours to either leave a voice message or receive a scheduled call-back, rather than remain on-hold. Between the hours of 5:00pm and 8:00am, we will have live answer capabilities through a call center that can direct message our team. In addition, an answering machine or voicemail service will record customer calls and voice messages as needed, which Caglia will respond to by 12:00pm on the following working day. Messages left before 4:00pm on a workday will be returned by a live CSR as soon as possible and typically on the same day.





Upon receipt of a call, the CSR begins the conversation with a friendly greeting and introduction. CSRs are trained to fully listen to the customer's request, ask clarifying questions, and then repeat the details back to the customer. Once the CSR has verified that they understand the nature of the call, they propose a solution and after the issue has been resolved to the customer's satisfaction, all appropriate details of the interaction are entered into our customer service software (AMCS). In order for us to handle the multiple types of comments, concerns, and driver's feedback received on a daily basis, we have set up a standardized method to input all operational data into AMCS. Refer to Section 6 that follows for additional details on the AMCS suite of software and Ring Central phone management system.

Customer Service Training

All Caglia staff working in the City of Clovis will have training on the use of the AMCS software system and ancillary Call Center equipment, Caglia's internal customer service standards when dealing with challenging calls/situations, Clovis-specific outreach and public education materials, and operational requirements and standards of the Franchise Agreement.

Our CSR training program builds on the basis for each CSR to understand not only **how** we conduct service operations and decisions, but also **why** we make service decisions. Each CSR will complete job-specific training modules and will demonstrate

comprehension of Call Center operations and collection services, rates, diversion programs and other pertinent information specific to the City of Clovis. In addition to extensive employee training, we utilize a third-party to conduct “secret shopper” calls to audit our customer service and use these interactions to enhance our training programs companywide.



Customer Service Academy



We currently have in place our customer service academy, designed to empower our CSRs with the essential skills needed to effectively work with coworkers and customers and be successful. This program ensures we are helping our CSRs personalize customer interactions. To ensure personalized customer interactions, we focus our academy on:

Understanding customer expectations

- » Navigating and familiarizing new employees with systems and processes
- » Familiarizing new employees with contract language and rates
- » Understand the culture of Caglia Environmental Corporate Social responsibility and ethical practices

Effective and clear communication

- » Effective use of Scripts
- » Phone and email etiquettes
- » Teaching empathetic communication and active listening



Quick response and attention to timeliness

- » Use of RingCentral and monitoring response times adjusting to procedures is needed to meet customer service goals
- » Automated templates and web requests

Consistency in the quality of customer service across all departments

- » Unified training ensuring all CSRs are consistent across the companies, with communication, expectations, company policies, and customer service best practices
- » Standardized responses

Continual training and empowerment

- » Access to information
- » Empathy training
- » Clear guidance
- » Feedback and coaching
- » Comprehensive training program



The academy is a 3-month program. Once hired our employees are placed with a mentor (tenure employee) whom will work with them closely on building the essential skills needed to give our customers a holistic customer service experience, placing the customer at the center of our business.



Missed Collection Complaints

Our commitment to customer service



will ensure that when we handle Customer Complaints related to missed or incomplete

Collections, we will not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already "Collected" or "not out."

Schedule for Resolution. If the driver does not leave a Non-Collection Notice (NCN) at missed collection complaint locations, the following procedures will occur:

- ✓ Missed or incomplete collections will be resolved by returning to the service address and completing the collection and for missed collections received by 3:00pm on a working day, Caglia will service the location on the same working day.
- ✓ For missed collections that are received after 3:00pm on a working day, Caglia will service the location on the following working day.

Courtesy Collections. In the event that a customer: (i) reports that their container(s) were set out after Caglia's vehicle had already passed the location for scheduled collection; (ii) does not claim that Caglia missed the collection; and, (iii) requests that Caglia returns to service their containers, we will return to the address and provide a courtesy collection by the end of the following working day at no charge if the customer acknowledges, and Caglia documents in writing, that the event did not constitute a missed or incomplete collection event by Caglia. No more than three (3) courtesy collections for admitted late set outs will be provided per calendar year.

Daily Missed Collection Report. A report of missed collections will be generated on a daily basis and submitted to the City.



Non-Collection Events

Deliberate non-collection occurs when drivers find the service location in a condition where collection would be prevented due to various reasons. Most common types of non-collection are from excessive contamination, overflowing containers, improper set out, blocked containers, and other situations that prevent the collection vehicle from servicing the container.

Drivers are sent out on their routes with Non-Collection Notices (NCNs) that are left on the container or at the service address to inform the customer on why collection services were not provided. The NCN will inform the customer of the reason(s) for non-collection, include the date and time, describe the premium charge for a return service, and the additional fee to collect the materials as solid waste if they are too heavily contaminated. NCNs are left with the customer and the driver documents the non-collection in the onboard computer system with a photograph that is uploaded to AMCS. An example (on the right, of the NCN is shown below and the other side will have the reason for the NCN (eg. contamination, blocked containers, etc.).

As each driver returns to the yard with their AMCS tablet that documents all of their notes, service issue, or concern from the premises the NCN was left, including any necessary photos. This information can be used for a follow-up by our Diversion Coordinator or Route Supervisor can be created, if necessary, for customers that continuously receive NCNs. We are able to query our database by code and generate reports, allowing us to quickly obtain data and

TAKE A LOOK

CAGLIA ENVIRONMENTAL

Échale un vistazo
 ຂີ້ຈຳກັດ ດີເຢີ
 Xyuas ib zaug

We noticed a problem with your recycle container.
 Notamos un problema con su contenedor de reciclaje.
 Peb pom muaj teeb meem nrog koj lub thawv rov siv.
 ພ້ອມ ເຮົາ ຄົ້ນພົບ ບັນຫາ ກັບ ກົນຈັກ ຂີ້ຈຳກັດ ຂອງ ທ່ານ ນັ້ນ ເປັນ ວິທີ ເບິ່ງ ເຮົາ ນັ້ນ.

☐ Carpet alfombra ntaub pua tsev ຄຳປາຍເຕ	☐ Clothing ropa khuab ncaws ເຄື່ອງປຸງ	☐ Dirt tierra Av ນິເຢີ
☐ E-Waste electrónicos Khib nyiab hluav taws xob ຮີເຄີເຄີເຄີເຄີ ຄວາດາ	☐ Green Waste residuos verdes khib nyiab ntsuab ຮາດາ ຄວາດາ	☐ Food Waste desperdicio de comida khib nyiab zaub mov ເຮັດນ ຄວາດາ
☐ Hazardous Waste residuos peligrosos khib nyiab txaus ntshai ຢາດວນາຍ ຄວາດາ	☐ Styrofoam espuma de poliestireno Yas ua npuas ສະຕີໂຣໂຟມ	☐ Trash basura khib nyiab ຄວາດາ

We noticed a problem with your organic container.
 Notamos un problema con su contenedor orgánico.
 Peb pom muaj teeb meem nrog koj lub thawv organic.
 ພ້ອມ ເຮົາ ຄົ້ນພົບ ບັນຫາ ກັບ ກົນຈັກ ຂີ້ຈຳກັດ ຂອງ ທ່ານ ນັ້ນ ເປັນ ວິທີ ເບິ່ງ ເຮົາ ນັ້ນ.

☐ Animal Waste desechos de mascotas khoob dej ກຳປີພາດ	☐ Diaper pañal khoob dej ກຳປີພາດ	☐ Dirt tierra Av ນິເຢີ
☐ Hazardous Waste residuos peligrosos khib nyiab txaus ntshai ຢາດວນາຍ ຄວາດາ	☐ Recyclables reciclables cov khoom siv dua tshiab ເຄື່ອງປັບປຸງ ຄວາດາ	☐ Trash basura khib nyiab ຄວາດາ

Questions? (559) 233-1158
 ຄຳຖາມ? | Cov lus nug? | ພູມນາ?

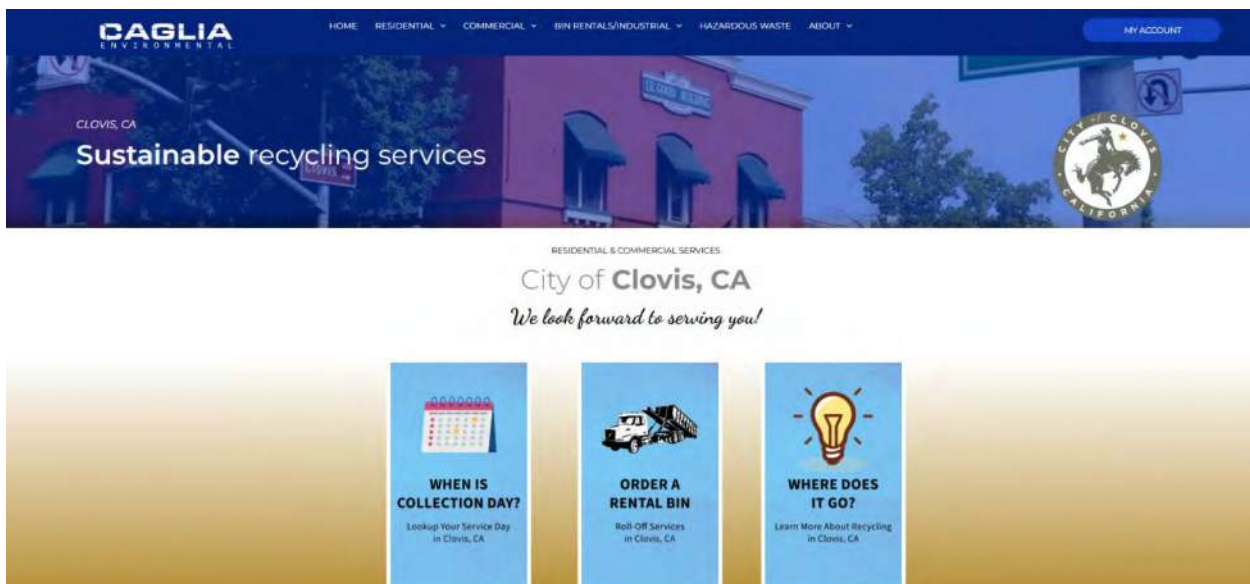
run reports listing concerns and outcomes for a certain issue within a certain timeframe and by route.

Communicating in a written manner and annotating all communication in AMCS allows us to make sure we are informing our customers of any issues in a timely manner. If a customer contacts us regarding an NCN left by the driver, the CSR can quickly lookup the exact reason for non-collection and provide appropriate assistance. By reviewing NCNs and driver notes via specific reports generated in AMCS, we can pinpoint customers, contact them and provide additional resources, outreach, and technical assistance to maximize customer satisfaction and increase diversion through targeted outreach efforts.

Upon request from the customer, we will service containers that received NCNs within one (1) working day of request if the request is made at least two (2) working days prior to the regularly scheduled collection day. Customers will be billed for the extra collection service event (“extra pick-up”) at applicable City-approved rates. Customers will be made aware of the premium rate for service when the request is made.

Website

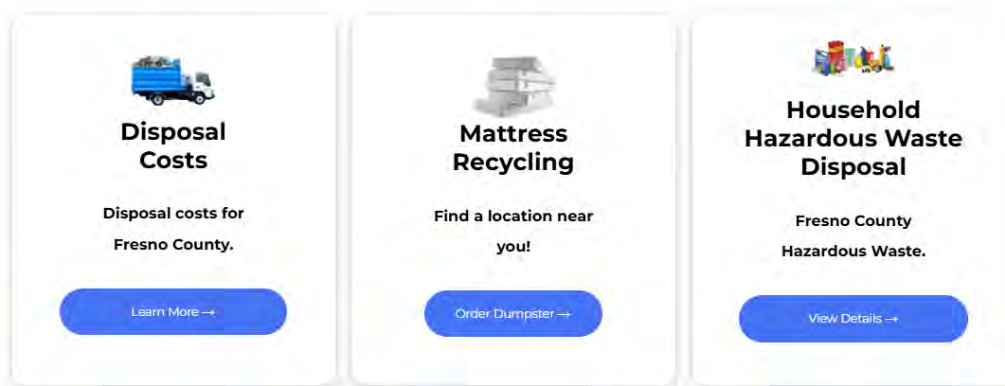
Our website (www.clovisrecycles.com) is designed to be a one-stop resource for exciting news, collection and diversion information, customer service activities, along with helpful resource links, and much more! Caglia also uses various social media outlets to provide relevant information and updates on upcoming events. For our operations in the City of Clovis, we will create a dedicated page for our Clovis customers that will include all approved rates, electronic



versions of public education and outreach materials, and provide the public with the ability to e-contact Caglia via email or service request forms to ask questions, request/schedule services, or provide compliments/complaints. We will also deploy a 24/7 Chat Support on our website that allows customers to receive immediate responses to common questions on our website that allows customers to ask questions quickly and get immediate responses.

Customers can utilize our website to pay bills, confirm collection days, and review current services. Our website has the ability to track and record visitor logs, page visitation counts, number of web-based bill payments per month, number of website-submitted complaints per month, a summary of customer complaints and resolution reporting, and many more customizable features for detailed performance reporting. Reports will be formatted in a manner that is acceptable and approved by the City.

Other services



Mobile Phone App

In addition to our website, we are committed to implementing modern customer service options that provide customers with additional avenues to reach out to us for service-related issues. As a part of this commitment, Caglia will develop a Mobile App which will offer our customers multiple ways to communicate with our CSRs.

Customers will be able to download the App and input their service address so they can see their collection days, request a curbside bulky item pick-up, be connected to the website to pay their bill and receive educational information on where materials can go. Alternatively, instead of having to download an app to their device, they can visit our mobile-first website at www.clovisrecycles.com.

Caglia will work with the City as the App is developed to collaborate and share ideas to make sure all questions are fully addressed.

6 Electronic Monitoring & Communication System



This Section describes proven, management and customer service systems that Caglia has been utilizing for years and will deploy in the City of Clovis. The backbone of our solution for maintaining collection performance, route management, billing operations, and customer service systems is one developed and supported by AMCS Group. Caglia has been utilizing the AMCS suite of software for more than 10 years



AMCS Software Suite

Waste industry professionals designed the AMCS software suit, which can be customized based on our specifications and the City's preferences. The AMCS platform is a cloud-based software platform providing streamlined, scalable solutions to automate, connect and digitize activities in the waste and recycling industry. Combining waste industry-specific functionality, sophisticated e-commerce solutions, and innovative on-vehicle technologies, AMCS' integrated waste management and recycling software optimizes all areas of our collection, processing, customer service, routing, and billing operations.



Additionally, with AMCS, we have the capability to store photos, documents, and much more with the electronic filing cabinet available on each account, view tasks, appointments, scheduled services, and other items by viewing the color-coded electronic calendar, and utilize various dispatch screens to assign work orders and/or services to drivers and vehicles.



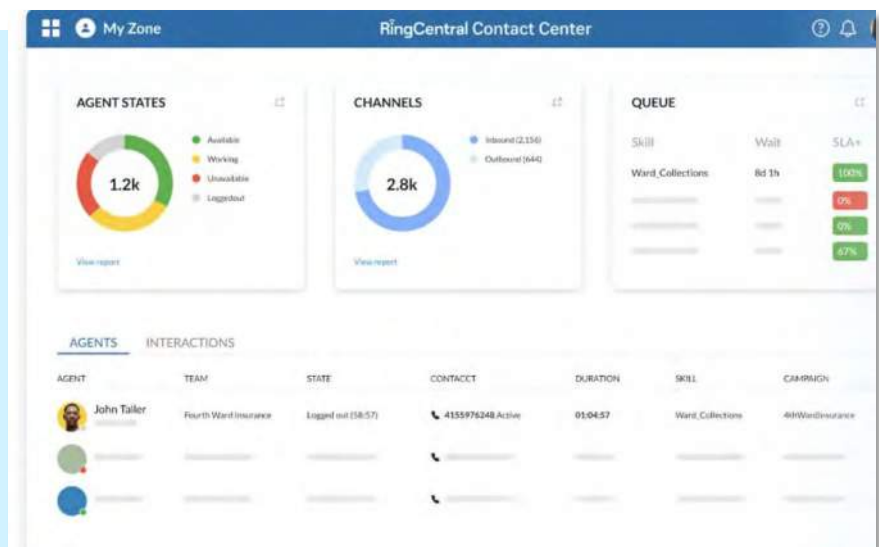
Additional information on the AMCS database and customer service software system is available on their website: www.amcsgroup.com.



RingCentral Phone System

We understand the importance of exceptional customer service for the City of Clovis, residents and businesses. To meet this need, we leverage the comprehensive capabilities of our RingCentral communication system. This state-of-the-art platform allows us to handle high call volumes efficiently and provide unparalleled support to the community. Our RingCentral system can deliver in-depth analytics tailored for the City of Clovis, offering detailed reports on key performance metrics such as average call wait times, call volume capacity, customer satisfaction levels, and call resolution rates. This level of transparency enables us to monitor and optimize our services continually, ensuring residents receive prompt and effective support.

The system's unified interface seamlessly integrates voice, video, and messaging, allowing our customer service team to manage communications across multiple channels. This ensures that no inquiry goes unanswered, whether it's during peak call times or off-hours. Additionally, RingCentral's robust AI tools facilitate automatic note-taking and real-time insights, further enhancing our ability to serve the residents of Clovis efficiently.

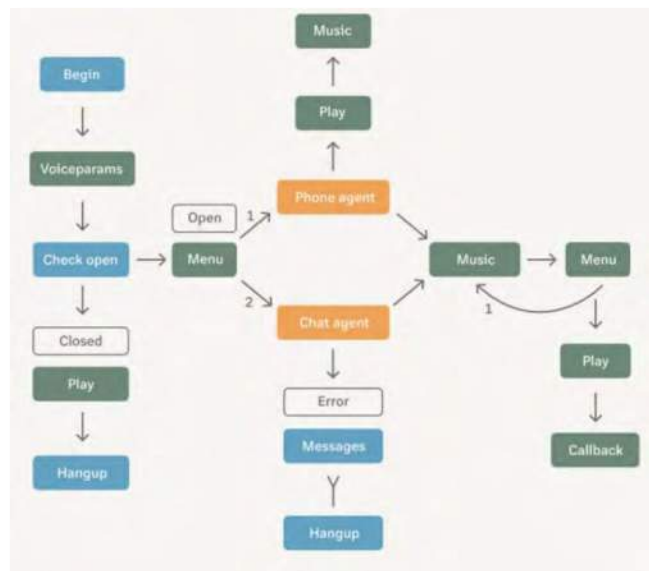


With advanced features like real-time call monitoring, customizable routing, and secure data management, we can guarantee both the reliability and safety of interactions. Our RingCentral infrastructure is trusted globally for its high availability (99.999% uptime) and secure operations, making it the perfect solution for a city that values dependable service.

We are confident that our technology will elevate the customer service experience for the City of Clovis, ensuring that every resident receives the prompt and thorough assistance they deserve.

The benefits and capabilities of the RingCentral suite of CSR Call Center operations include the following:

- » Easily manage incoming and outgoing calls and caller IDs.
- » Set up and manage call paths quickly based on business hours, team availability, or custom rules without IT support.
- » Whisper, monitor, barge, or take over customer calls to train CSRs and ensure superior customer satisfaction.
- » Use greetings and keep callers entertained and informed with music and messages during their wait times.
- » View a complete record of inbound and outbound calls, voicemails, and faxes, synced across all devices in real time.
- » Record calls manually or automatically and store them in the cloud for easy access to customer insights and to provide training.
- » Use IVR systems to determine the caller's purpose through a series of automated questions and answers and forward responses via automatic call distribution for proper queuing and assignment to CSRs.
- » 24/7 Chat Support will provide instant responses to common questions, consistent service information, and access to service schedules. There will be a seamless transition to live CSRs, as needed, during business hours for more complex questions or inquiries.
- » 24/7 Chat Support is ideal for handling simple queries, freeing CSRs to address more complex issues with customers. Rule-based chatbots generate pre-set responses to keywords and can take care of higher-level interactions.
- » Track and analyze key metrics relating to call and text volume, queues, and staffing levels in real time, and look back on historic performance to measure progress and implement improvements.



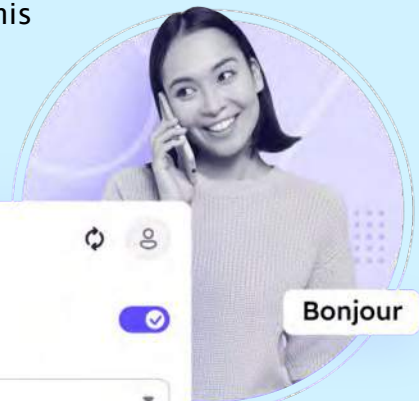
Additional features of our CSR Call Center operations include the following:

- ✓ **Multilingual Assistance** Our CSR Call Center currently has bilingual capabilities (English and Spanish) to communicate efficiently with residents and businesses. RingCentral offers expanded translation services for more than 20 different languages.
- ✓ **Staggered Shifts** To accommodate breaks and enhance CSR coverage throughout the day, we stagger CSR start and end times, some CSRs begin at 7:30am and others finish their shift at 5:30pm.
- ✓ **Call Log** The integrated RingCentral phone system and AMCS records and imports data from calls: date, time, duration, name of caller, reason for call, and action taken. CSRs are trained to use the proper database codes to facilitate the tracking and reporting of useful and required information.

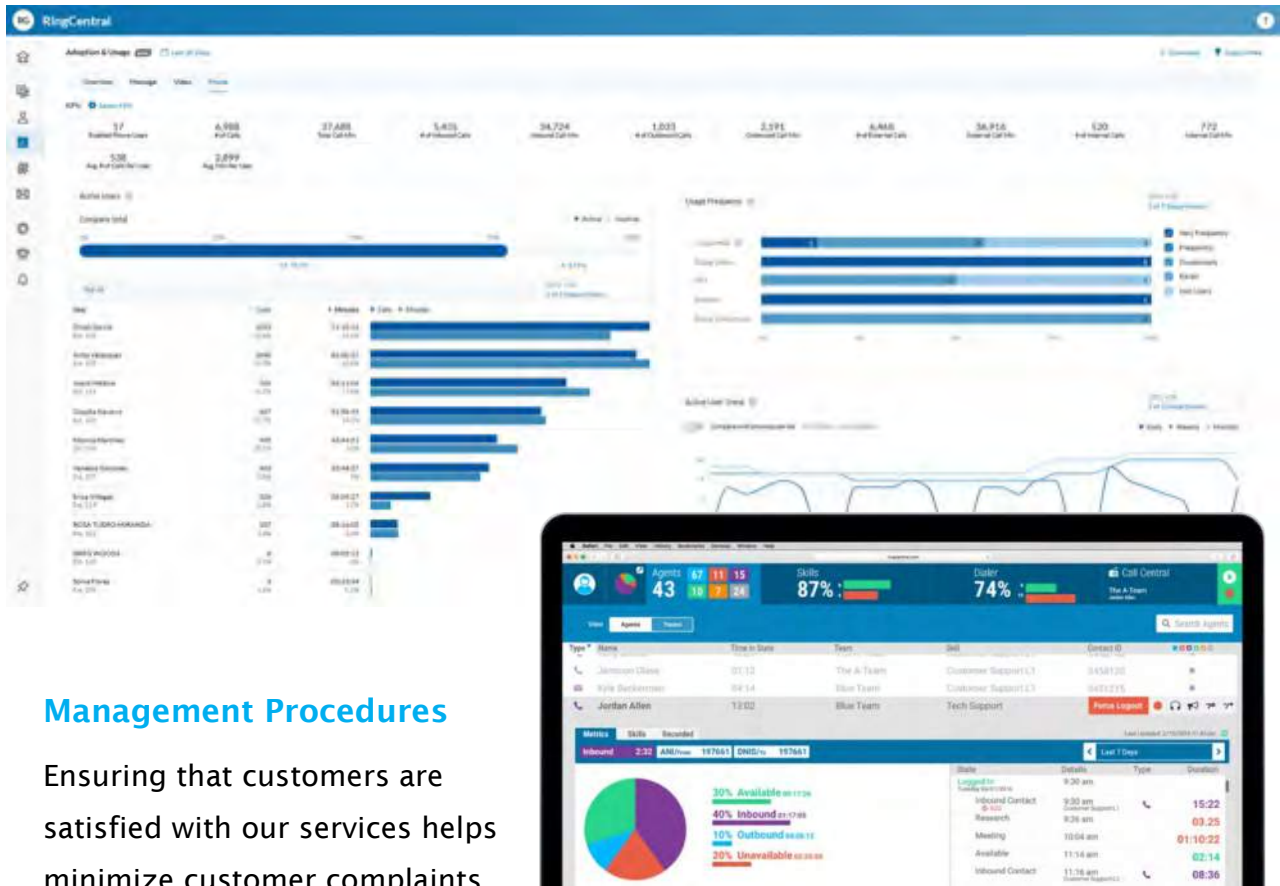


Caglia Environmental plans to integrate the Krisp AI Live Interpreter seamlessly with its existing phone system, RingCentral. This integration will allow real-time multilingual support in over 20 languages, including Spanish, Punjabi, and Hmong, enhancing customer service without disruptions to the current infrastructure. By augmenting bilingual staff efforts with this advanced tool, we will ensure faster response times and clearer communication. This approach directly supports Clovis's diverse community, ensuring that all

residents receive high-quality, inclusive customer service that reflects the City's commitment to accessibility and efficiency.



Screenshots of RingCentral CSR Call Center Reports & Dashboard



Management Procedures

Ensuring that customers are satisfied with our services helps minimize customer complaints.

In order to increase overall collection services and diversion programs effectiveness, customer satisfaction and positive interaction is key. Because AMCS integrates all aspects of our collection, dispatch, routing, customer service, and billing operations to seamlessly and efficiently provide excellent customer service, we can collect data that allows us to itemize specific issues for our operations team, so they can monitor concerns and ensure that any operational problems are addressed quickly. A few examples of the issues and resolutions that could be experienced and always specifically tracked include: Missed Pickups, Noise Complaints, and Spills, which are described in detail below:

- ✓ **Missed pickups** Our goal is to have zero missed pickups; however, this is not always realistic. Our policy is that as long as we still have a driver in the area at the time a missed pickup is reported, we will return to service the customer that day. In the event we have left the area, we will send the Route Supervisor to quickly collect the missed items. We will return to service the customer the same day for all missed service reports received before 12:00pm; missed pickup reports received after 12:00pm will be serviced the following workday

before the end of the day.

- ✓ **Noise Complaints** Noise complaints tend to occur when we have an intersection of commercial routes near residential areas. Through collaboration with businesses, residents, and the City of Clovis, we can make every effort to minimize noise impacts. Also, because our fleet in Clovis will run on CNG, we anticipate noise complaints will be minimal; in fact, **some residents forget to put their carts out on their service day because they no longer hear the truck approaching!**
- ✓ **Spills** When a customer reaches out to our CSR Call Center to report a vehicle leak or spill, the CSR will promptly inform the driver who will inspect their vehicle for any potential leaks. Additionally, the Route Supervisor will be notified of the nature of the leak or spill as well as its location. CSRs will instruct the customer to avoid the spill and inform them that Caglia will respond immediately. A supervisor would then proceed to investigate the spill at the address and some cases, if the driver is still in the vicinity, they will be contacted on the radio and given the location and type of material. Drivers are trained to respond to minor spills and have spill kits on each vehicle to quickly and safely clean up oil spills, if necessary. The Route Supervisor's vehicle will be equipped with spill kits capable of cleaning up minor fuel and oil spills. For a major spill, the Route Supervisor will arrive at the site, evaluate the situation, and in the case of a serious or dangerous hazardous waste spill, a specially trained and equipped hazardous waste contractor using State and Federally approved methods will be deployed. The Route Supervisor will maintain all necessary emergency response, notification, and response procedure records.



Database Accessibility

Accessibility to the AMCS database for off-site users is managed through terminal services. Network access is granted, and users of the system are assigned access rights, which are limited based on department and position. Appropriate City staff will be assigned a user ID with access rights to view real-time route status and work orders, current account data, service levels, account notes, and numbers and types of complaints and/or compliments.



CSR Call Center Locations

Customer calls will be handled by our friendly and trained CSRs. Caglia's CSR Call Center is housed at our Administrative Office in Fresno where our trained CSRs are available to handle calls in a manner that will offset caller wait times during periods of high call volumes (typically during the transition from the previous hauler). For additional information on the local Clovis office, refer to Section 5 of this Proposal.

Internal Performance Standards

The tools and experience Caglia has come to bear are relative to the Franchise Agreement in Clovis in many ways. Especially evident is the ability to detect, resolve, and prevent performance lapses with the management and customer service systems described throughout this Section. Employee training is also critical to ensuring serious performance lapses do not occur as well as an overall comprehension by all employees on the Franchise Agreement and regulatory requirements. We believe that success is rooted in proactive and preventative behaviors and by doing things right the first time!

Performance Measures. The Performance Measures Table provided in Appendix D describes the typical performance targets that will be used to measure our performance and compliance with the Franchise Agreement as well as the effectiveness and responsiveness of all our employees with contract and regulatory requirements based on the five performance areas listed in Exhibit F of the Franchise Agreement.

Service Quality & Reliability. To address missed collections, all customer complaints related to missed pick-ups are recorded in the AMCS system as an integral part of our operating procedures. Our drivers receive training on identifying no setouts and other reasons for issuing Non-Compliance Notices (NCNs). This topic is also included in field observations and discussed during safety meetings, with progressive employee discipline, applied as necessary. Our drivers understand the profound importance of addressing these situations with care and diligence.

At Caglia, we go beyond logging incidents; we meticulously track and report a wide array of concerns through the AMCS system for a variety of issues: missed connections, failure to rectify missed connections, failure to return empty containers, failure to replace used oil recovery kits, failure to address spills, property damage, and damage to public streets. Additionally, all customer concerns and complaints are systematically tracked in the AMCS system. Caglia is dedicated to delivering the highest quality and most reliable service possible.

Collection Quality. Caglia is committed to maintaining high standards of collection quality. By addressing issues such as unauthorized hours of operation, improper container placement, and spills of vehicle fluids, Caglia ensures the use of new, reliable equipment along with a comprehensive program. These approaches minimize fluid leaks and include training for drivers on the proper placement of containers.



Facilities. Caglia's AMCS system is designed to address the disposal of targeted diversion materials, the failure to conduct route audits, contamination monitoring, the issuance of contamination notices, and the mixing of materials during collection. Our drivers receive comprehensive training on all aspects of our facilities and the requirements outlined in the Franchise Agreement.

Reporting & Records. To address issues related to late report submissions, inadequate maintenance or access to records, misleading or inaccurate reporting, untimely correction of inaccurate data submissions, and insufficient maintenance or access to information systems, Caglia will implement internal tracking and conduct monthly meetings with department supervisors. These meetings focus on ensuring the accuracy and timeliness of all report components. Issues will be discussed during monthly sessions and monitored through a company-wide compliance calendar that includes important dates and reminders. Caliga has demonstrated our commitment to maintaining transparency and accuracy in our reporting procedures for all our existing Cities. We look forward to bringing this to the City of Clovis.

CSR Call Center Performance Metrics

The AMCS suite of software is specifically designed for the waste industry and stores customer information that is linked to the AMCS Mobile Workforce Tablet, providing route management and directions in real-time for drivers and the Route Supervisor. This software enhances productivity and customer service, allowing CSRs to register customer details, track interactions, and provide live updates to customers, which is a significant part of our approach to providing excellent customer service to the City.



In case of service failures or customer concerns, we address them promptly and transparently. Customers will have the ability to voice their concerns via phone, website, Google business pages, and in person at our local Clovis office. Once a complaint is resolved, it is documented and closed in the AMCS system. We have an exemplary record and have a missed pick-up rate of less than .004% of daily collections which include courtesy service for containers that are not set out, overloaded, or blocked. We have thoroughly reviewed the Agreement and are committed to providing all necessary and required reports in a format agreed upon by the City.

Reporting Requirements

All reporting and recordkeeping requirements will include required data and information as described in Article 6 and Exhibit D of the Franchise Agreement and will be provided in a mutually agreed upon format. Caglia generates quarterly and annual reports as required by the other jurisdictions we currently serve and reports for the City of Clovis will include the following information:

- ✓ Tonnage collected, diverted and disposed
- ✓ Customer account data (number of customers, routes, trucks, etc.)
- ✓ Summary of public education, outreach, and technical assistance activities
- ✓ Billing data and/or discrepancies
- ✓ Complaint/Compliment logs
- ✓ Missed pickups
- ✓ Website analytical data



Daily Reports

- **Complaints and Missed Collections:** We track customer complaints and missed collections daily, providing municipalities with a breakdown of the issues and the steps taken to resolve them. **Route Performance:** We provide daily route statistics, including collection volumes, driver performance, and any deviations from standard operating procedures.



Additional reports customized to the City of Clovis Agreement will be provided.

Monthly Reports

- **Billing Recaps and Revenues:** A detailed breakdown of customer billing, including total revenues, delinquent accounts, and billing adjustments.
- **Franchise Fees:** A clear summary of franchise fee calculations and payments.
- **Collection Route Statistics:** In-depth analysis of waste collection performance, including the number of collections per route, efficiency, and route optimization metrics.
- **Preventative Maintenance Intervals:** An overview of the maintenance and servicing performed on our fleet of vehicles.
- **Waste Diversion:** Monthly reporting on the volume of recyclable materials collected and diverted from the landfill.

Annual Reports

- **Special Events:** A summary of special events, such as community clean-up days or mobile collection events, including the amount of waste collected and the level of community participation.
- **AB1826/AB341/SB1383 Compliance:** Detailed reports on compliance with California's recycling and organic waste laws, including diversion rates, progress towards mandated diversion goals, and strategies for improving compliance in the future.
- **Sustainability and Market Performance:** A review of local recycling and organics markets, including current market trends, pricing, and opportunities for expanding waste diversion efforts.
- **Regulatory Compliance and Auditing:** A comprehensive summary of all regulatory compliance activities, including audits, reporting requirements, and any corrective actions taken during the year.
- **Safety Training:** An overview of all trainings required and performed.
- **Operating Assets:** A complete list of all assets used in the performance of the agreement.

6.1 Environmental Issues

Excluded Waste Management

To ensure public safety, we clearly communicate through all our various methods of providing education and outreach to residents and businesses on how to properly dispose of Household Hazardous Waste (HHW), sharps, and other hazardous/ excluded materials, including resources for drop-off, collection, and safe handling procedures. Even with all the tools and resources made available to customers, occasionally hazardous/ excluded wastes are improperly thrown into recyclables and/or organics containers.

We have developed the following protocols to ensure public and employee safety and care is taken when HHW and excluded wastes are found.

MADERA COUNTY

FREE HAZARDOUS WASTE DROP-OFF

DATE:
Saturday, June 22, 2024

TIME:
8:00 am - 12:00 pm

LOCATION:
Yosemite High School: 50200 High School Road, Oakhurst, CA 93644

PROVIDED FOR MADERA COUNTY RESIDENTS ONLY.
BUSINESSES WILL NOT BE ACCEPTED.

IN PARTNERSHIP WITH:

ACCEPTED ITEMS

- AEROSOL CANS
- AMMONIA BASED CLEANERS
- ANTIFREEZE BRAKE FLUID
- BATTERIES
- CELL PHONES
- COMPUTERS
- DEODORIZERS
- DRAIN CLEANERS
- DVD/ VCRs
- ELECTRICAL CORDS
- FLUORESCENT LIGHTS
- GASOLINE
- HERBICIDES
- HOUSEHOLD NEEDLES
- LANCETS/SYRINGES
- LATEX PAINT
- MEDICAL ELECTRONICS
- MERCURY CONTAINING ITEMS
- MOTOR OIL
- OIL BASED PAINT
- OIL FILTERS
- OVEN CLEANERS
- PESTICIDES
- PHARMACEUTICAL DRUGS
- POOL CHEMICALS
- SPOT REMOVERS
- TELEVISIONS
- WATER BASED PAINT
- WOOD PRESERVATIVES

NOT ACCEPTED

- AMMUNITION
- BIO/BODILY WASTE
- LARGE COMPRESSED GAS CYLINDERS
- LARGE APPLIANCES
- RADIO-ACTIVE MATERIAL
- TRASH
- TIRES

LIMITS:
1.5 GAL. OF LIQUID OR 125 LBS. OF SOLIDS PER VEHICLE - PER TRIP. NO EXCEPTIONS.

DUE TO HIGH TRAFFIC VOLUMES, THIS EVENT IS FIRST COME FIRST SERVED. THOSE WHO ARRIVE AFTER 12:00PM WILL NOT BE SERVED.

Other restrictions may apply. Call 559-665-7300 for more info.

redrock
EMADCO
ATLAS ENVIRONMENTAL SOLUTIONS
PaintCare

Caglia has seven (7) Certified Hazardous Waste Operations and Emergency Response (Hazwoper) professionals on our staff.

- » **Identification:** Caglia's drivers are trained to identify HHW during collections using the cameras located in the hopper.
- » **Documentation:** HHW contamination reports are generated using the onboard cameras and AMCS software system to accurately record the service address and date/time of occurrence. The photos and data are used to notify customers of the hazardous/ excluded materials entering the waste stream. After providing the initial notification, our Diversion Coordinator will meet with the customer and provide additional education, outreach, and printed materials and other resources available to limit contamination.

- » **Compliance:** Caglia is current on local, state, and federal regulations for HHW and excluded waste and ensures full compliance with disposal and recycling requirements.
- » **Emergency Response:** Training on HHW and emergency response procedures is completed in accordance with OSHA's Hazardous Waste Operations and Emergency Response Procedures, or commonly known as Hazwoper.



INSTALACIONES PARA DISPONER DE DESPERDICIOS PELIGROSO DEL HOGAR

GRATIS PARA LOS RESIDENTES DEL CONDADO DE MADERA

Ubicado en el verfedero de Fairmead: 21739 Road 19, Chowchilla, CA 93610

COCHERA	CASA
ACEITE DE MOTOR • FILTROS DE ACEITE • ANTICONGELANTE • LIQUIDO DE FRENO • GRASA • BATERIAS • LAMPARAS • FLUORESCENTES • ARTICULOS QUE CONTENGAN MERCURIO	LIMPIADORES AMONIACOS • LIMPIADORES PARA DRENAJE • DESORDORANTES • PRODUCTOS CON CLORO • QUITAMANCHAS • LIMPIAMUEBLES • PRODUCTOS QUIMICOS PARA PISCINAS
JARDIN	MATERIALES MEDICOS
INSECTICIDAS • HERBICIDAS • PRODUCTOS QUIMICOS PARA PISCINAS • PESTICIDAS	AGUAS DEL HOGAR • LAN CETAS Y JERINGAS • MEDICAMENTOS YA VENCIDOS
ELECTRONICOS	TALLER
CAMARAS • COMPUTADORAS • TELÉFONOS • CELULARES • TABLETS • COMPUTADORAS PORTATILES	PRESERVANTES DE MADERA • SOLVENTES • PINTURAS A BASE DE PETRÓLEO • PINTURAS AL LATEX • DISOLVENTES DE PINTURAS

LAS CANTIDADES ESTÁN LIMITADAS A 15 GALONES DE LÍQUIDOS O 125 LIBRAS DE SÓLIDOS POR CADA VIAJE. LOS NEGOCIOS TIENEN QUE HACER UNA CITA.
NO SE ACEPTAN: DESPERDICIOS MEDICOS, MATERIAL RADIOACTIVO, AMONICIONES, NI CILINDROS GRANDES DE GAS LICUADO



**ABIERTO CADA
SÁBADO DE
9 AM - 1 PM**

*SE EXCLUYEN DÍAS FERIADOS



PARA MÁS INFORMACIÓN: LLAME AL (559) 665-7300

Hazardous/Excluded Waste Protocols at CARTS. In the event that load checkers and/or equipment operators identify hazardous/excluded waste in the recyclables loads during unloading at the CARTS MRF, the items will be safely removed and stored on-site in approved, clearly labeled storage containers. We will arrange for the safe removal of the wastes by permitted haulers in accordance with regulatory requirements. Caglia will attempt to identify and recover the cost of disposal from the generator, if necessary.

Litter Abatement Program

Refer to Section 9 for a detailed description of Caglia's Litter Prevention & Abatement Plan.

7 Public Education & Outreach Plan



Caglia is committed to designing, implementing, and maintaining public education, outreach, and technical assistance programs that are compatible with customer needs, engage with residents and businesses to successfully achieve diversion goals, and are effectively integrated with our operations.



Our outreach strategy focuses on improving our customers' understanding of the benefits of and opportunities for source reduction, reuse, recycling, composting, and minimizing disposal.

Prior to start of services on August 1, 2025 (and by June 1st of each year following), Caglia will develop and submit an annual Public Education Plan to promote programs designed by the City and performed by Caglia. We understand that the City of Clovis places the utmost importance on effective public education and outreach. The Public Education Plan will follow the requirements of Exhibit C of the Franchise Agreement and address the following:

- » Specify the target audience for services provided and determine the evolving needs and capabilities of all customers.
- » Include upcoming promotions for ongoing and known special events.
- » Identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, and recommendations for increasing participation to maximize diversion.
- » Analyze the continually evolving State legislation environmental regulations to ensure compliance at the State and local level.
- » Develop a timeline for implementation.
- » Describe annual public education budget expenses.



Public Education & Outreach Programs

Caglia's dedicated outreach team will assess, review, modify, and adapt our public education, outreach, and technical assistance programs to keep them fresh and current. The proposed Public Education Plan will be updated and replaced, as needed, to ensure that it is the most effective possible for the City of Clovis. Our goal is to not only increase participation in recycling and organics programs but to positively affect behavioral change and exceed the City's diversion and sustainability goals, creating a brighter, more sustainable future for generations to come.

The following outreach programs will be implemented to all customers in Clovis:

Outreach Programs: ALL SECTORS

Activity	Description	Distribution / Frequency
Newspaper Advertisement	City-produced ad that explains Caglia's new programs.	This will be run 20-30 days prior to start date.
Public Service Announcement (PSA)	City-produced PSA describing Caglia's new programs.	This will be run 20-30 days prior to start date.
Press Release	City-produced to advertise and promote Caglia's new programs for each sector.	This will be run 20-30 days prior to start date.
Truck-side Advertising	City-created content in coordination with City's quarterly newsletters.	Ongoing & Quarterly.

SFD Outreach Programs. The following outreach programs will be implemented to all SFD residents (including townhomes) in Clovis:

Outreach Programs: SINGLE-FAMILY DWELLINGS & TOWNHOMES

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
New Programs Mailing	An initial mailing will be created by the City and distributed by Caglia to SFD residents explaining the program changes in the new Agreement, changes from the existing collection programs to new programs, regulatory requirements, and the effective date of the change. Additionally, a holiday schedule and a Residential Recycling & expanded services guide will be provided to each SFD.	This will be sent 45-60 days prior to start date.
Recycling Guide	A "Recycling Guide" will be produced by the City and distributed by Caglia to SFD Customers. At a minimum, it will include information on collection methodologies, set out instructions & contact information, and acceptability and necessary preparation of materials for all SFD programs. A section of the Recycling Guide will specifically address proper methods of handling and disposal of HHW.	Affixed (inside plastic bag, zip-tied to handle) to every SFD & Townhouse Cart delivered prior to the start date & to all new Customers. Available by direct mail annually & downloadable from our website.
Mandatory Recycling & Organics Outreach Activities	Distribute City-produced outreach materials containing information to assist the City with compliance with various regulations related to SB 1383.	1 time annually.
Neighborhood Group & HOA Visits	Visit homeowner associations and other neighborhood groups to promote and explain the new recycling and organics programs.	At City Contract Manager or customer request.

Outreach Programs: SINGLE-FAMILY DWELLINGS & TOWNHOMES

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
Quarterly Bill Insert	Quarterly bill inserts created by the City will be distributed to inform residents about topics as home composting, proper handling of HHW, E-Waste, & U-Waste, other environmental topics, statistics, market trends, and facts about programs provided by Caglia. Our Annual Public Education & Outreach Plan will define a theme for each bill insert.	Included in each mailed customer bill and downloadable from electronic customer bills & our website. Quarterly.
Corrective Action (Non-Collection) Notices	A SFD oriented Non-Collection Notice will be created and used in instances where the customer places prohibited materials in a container or fails to properly prepare or set-out containers.	As needed.
Seasonal Program Notifications	All SFD residents will be provided seasonal advertising for scheduled neighborhood clean-up days, Christmas tree collections, and any other seasonal or periodic programs. The seasonal notifications will provide the schedule, acceptable and prohibited materials, and set-out requirements for each program.	This will be sent at least 14 calendar days prior to event..

MFD Outreach Programs. The following outreach programs will be implemented to all MFD complexes and residences in Clovis:

Outreach Programs: MULTI-FAMILY DWELLINGS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
New Programs Mailing	An initial mailing will be produced by the City and distributed by Caglia to all MFD units explaining the program changes in the new Agreement, changes from the existing collection programs to new programs, new regulatory requirements, and the effective date of the change.	This will be sent 45-60 days prior to start date.
Recycling Guide	A "Recycling Guide" will be produced by the City and distributed by Caglia specific to MFD Customers and updated versions of the guide as needed. The MFD Recycling Guide will include information on collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for MFD programs. A section of the guide will specifically address proper methods of handling and disposal of HHW.	This will be sent one time 20-30 days prior to start date & as needed.
Technical Assistance: Diversion Opportunity Assessments	Diversion Opportunity Assessments will be offered to MFDs at least once per year to promote participation in diversion programs. Site walks and trainings will be conducted to identify areas of generation, collection, noting areas for improvement and replenishing additional educational materials. Our Diversion Coordinators will make recommendations for waste reduction, source separation, contamination prevention, and service level and/or frequency modifications. We will submit reports quarterly to the City that documents the MFD properties targeted, the existing service levels, recommendations made, and the outcome of technical assistance provided.	One time annually to each MFD customer. Offer in-person meetings to each MFD customer, plus follow-up meetings with customers, as needed or upon request.
Move-In Kits / Move-Out Reuse Guides	We will prepare and distribute a "Move-In Kit" and "Move-Out Reuse Guides" for property managers and owners at MFD premises to provide new and leaving tenants. At a minimum, Move-in Kit will include a MFD Recycling Guide, an in-home recycling container, and stickers and/or magnets that clearly define the accepted and prohibited materials. The Move-Out Reuse Guide promotes donating and reusing slightly used items (furniture, clothing, etc.) and includes other helpful information for MFD residents that are moving out of the complex.	Distributed during Diversion Opportunity Assessments and available upon request.

Outreach Programs: MULTI-FAMILY DWELLINGS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
Workshops	Our Diversion Coordinators will offer and respond to requests for meetings and workshops at MFD complexes that demonstrate to property managers and residents, in a hands-on interactive format, how to participate in the various collection services and diversion programs.	At customer's request.
Education Materials for Employees / Tenants	We will provide City-produced public education materials, required by SB 1383, for property manager/owner distribution to all employees, contractors, tenants, and customers of the property. The materials will include information about organics recovery requirements and proper separating. MFD property managers/owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One time annually or more frequently upon customer request. Also available online.
"How-to" Guides: HHW, E-Waste, U-Waste, & Excluded Waste	Utilizing content and a format approved by the City, we will incorporate into our "Recycling Guides" a "How-To" section on the proper handling and disposal of HHW, E-Waste, and U-Waste and will update the guide as needed. We will coordinate with the MFD owner or property manager to determine the best way to distribute "How-To" Guides. "How-To" Videos can also be produced occasionally and will be available on our website for viewing.	One time 20-30 days prior to start date & as needed. Via mail & available for download on our website.
Christmas Tree Collection Notification	Written notification will be created by the City and provided by Caglia to each MFD property manager/owner advertising the availability of Christmas tree collection services, the schedule, accepted and prohibited materials, collection method options, and setout requirements.	This will be sent at least 14 calendar days prior to event. Via direct mail, e-mail, or in-person.
Mandatory Recycling & Organics Outreach Activities	We will disseminate outreach materials containing information that are compliant with various applicable laws related to Mandatory Recycling and Organics Requirements (AB 341, AB 1826, & SB 1383) to assist the City with outreach compliance requirements.	One time annually.

Commercial Outreach Programs. The following outreach programs will be implemented to all commercial customers and City Facilities in Clovis:

Outreach Programs: COMMERCIAL CUSTOMERS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
New Programs Mailing	An initial mailing will be produced by the City and distributed by Caglia to all commercial customers explaining the program changes in the new Agreement, changes from the existing collection programs to new programs, new regulatory requirements, and the effective date of the change.	This will be sent 45-60 days prior to start date.
Recycling Guide	A “Recycling Guide” will be produced by the City and distributed by Caglia to commercial customers and updated versions of the guide as needed. The Commercial Recycling Guide will include information on collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials. A section of the guide will specifically address proper methods of handling and disposal of HHW.	One time 20-30 days prior to start date & as needed via direct mail. Distributed during Diversion opportunity assessments.
“How-to” Flyer: Recyclable Materials	We will prepare and distribute a “How-To” brochure explaining the recyclable materials collection services and diversion programs for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses).	One time 20-30 days prior to start date & as needed via direct mail. Distributed during Diversion opportunity assessments.

Outreach Programs: COMMERCIAL CUSTOMERS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
“How-to” Flyer: Organic Materials	We will prepare and distribute a “How-To” brochure explaining the organic materials collection services available and how to prepare organics for collection for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses).	One time 20-30 days prior to start date & as needed via direct mail. Distributed during Diversion opportunity assessments.
Recycling & Organics Posters	We will create, produce and distribute recycling and organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments. Downloadable versions will be available on our website.
Technical Assistance: Diversion Opportunity Waste Assessments	Our Diversion Opportunity Assessments will be offered at least 1 time annually to each commercial customer to promote recyclables and organics collection. Recycling Guides and How-to posters/fliers will be replenished as needed and upon request. Additionally, our Diversion Coordinators will perform site walk-throughs of each business and discuss the internal and external layout with Site Managers/owners and identify areas of generation, collection, noting areas for improved operations and provide outreach collateral and educational materials. We will make recommendations for waste reduction, contamination prevention, and service levels or frequency modifications. Our Diversion Coordinators will prepare and submit reports to the City documenting commercial customers targeted quarterly, the existing service levels, recommendations made, and the outcome of technical assistance provided.	Offer one time annually during on-site meetings with each commercial customer, plus follow-up meetings with individual customers, as required.

Outreach Programs: COMMERCIAL CUSTOMERS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
Quarterly Bill Inserts	We will prepare and distribute quarterly bill inserts that creatively inform commercial customers about the cost savings available from source reduction, reuse, and recycling; tips for overcoming common operational challenges businesses have with diversion programs; the environmental benefits of buying recycled-content products and statistics, market trends, and facts about collection services and diversion programs performed under this Agreement (i.e. collected tonnage, year over year increase/decrease, markets for materials, what each material is recycled into), as appropriate. Service-related announcements will be included in bill inserts, as necessary. Caglia's Annual Public Education & Outreach Plan will define themes for quarterly inserts.	One time per quarter via billing insert for each commercial customer in Clovis.
Corrective Action (Non-Collection) Notices	We will produce a commercial customer oriented Corrective Action Notice for use in instances where the customer places prohibited materials in a container or fails to properly prepare or set out containers.	As needed.

Outreach Programs: COMMERCIAL CUSTOMERS

All printed materials will be posted on our website and available for download.

Activity	Description	Distribution / Frequency
Education Materials for Employees / Tenants	We will provide City-produced public education materials, required by SB 1383, for property manager/owner distribution to all employees, contractors, tenants, and customers of the property. The materials will include information about organics recovery requirements and proper separating. Property managers/owners may request these materials more frequently if needed to comply with SB 1383 requirements.	One time annually or more frequently upon customer request.
Mandatory Recycling & Organics Outreach Activities	We will disseminate outreach materials related to the mandatory nature of recyclable and organic materials collection services, upon request from the City Contract Manager. Outreach will be designed to assist the City in complying with the outreach requirements of various Applicable Laws.	One time annually.
Edible Food Generator Education	Edible food generators will be provided with information about Food Recovery programs and requirements as well as information and contact information for food recovery organizations and services in the region. Food waste reduction techniques will be highlighted for customers generating a large amount of food scraps that are suitable for recovery.	One time annually.

Technical Assistance: Diversion Coordinator & Recycling Rangers

We will provide all customers in the City of Clovis with the tools needed for achieving compliance with California's many recycling regulations (like AB 939, AB 341, AB 1826, and SB 1383), as well as taking a proactive approach in meeting future anticipated requirements and regulations. Providing site specific technical assistance allows residents and businesses in Clovis to gain additional knowledge about Caglia's recycling and organics collection services and diversion programs. Commonly referred to as "Diversion Opportunity Assessments", these technical assistance activities are going to be provided annually to all residents and businesses.

Our Diversion Coordinator and Recycling Rangers will conduct the following activities during the Diversion Opportunity Assessments:

- A meeting with the property manager, owner, or other management personnel to discuss strategies to increase diversion through proper use of containers and collection programs.
- A complete walkthrough of each facility, complex, or business to evaluate the collection infrastructure, signage, placement of containers, and capacity.
- An evaluation of the waste stream to identify special wastes and major contaminants.
- Recommendations for waste reduction, contamination prevention, staff training, and service level or frequency modification.
- Identification of a "champion" (ideally a senior manager) at each commercial and MFD building who can serve as a primary contact and advocate for diversion programs within the organization.
- Distribution of educational materials including How-to posters/fliers, recycling guides, signage, quarterly newsletters, and other collateral to promote diversion activities, educate tenants and customers, and meet the education requirements of AB 827, SB 1383, and other applicable laws and regulations.

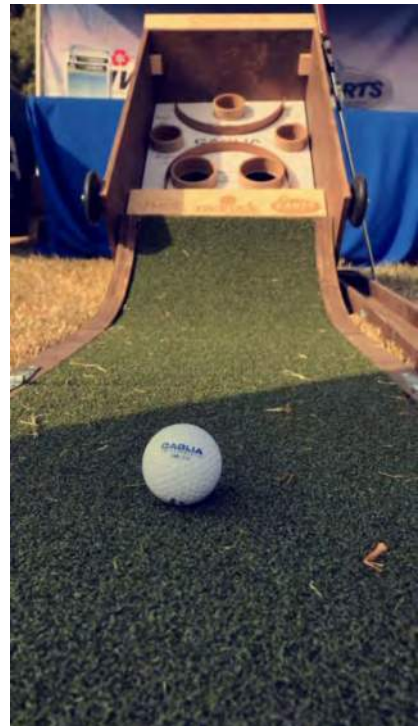


- Provide recommendations for the size, placement, and labeling of containers as well as potential infrastructure improvements and service frequency modifications, if necessary.
- Confirmation that the property is in compliance with all applicable laws and regulations.
- Compile monthly reports to submit to the City in accordance with Exhibit D of the Franchise Agreement.

The goal of the Diversion Opportunity Assessments is to properly identify the specific needs and challenges, provide resources for each MFD complex and commercial business, and make recommendations to increase recycling and organics program participation that effectively meet the needs of each complex or business. By promoting the use of uniform recycling containers and effective educational materials, we are enhancing City-wide participation in support of program continuity. Ultimately, the Diversion Opportunity Assessments will positively affect behavioral change.

Caglia understands the goals of the City-provided public education and outreach program and by interacting with MFD and commercial businesses each year, we can interact with our customers and provide additional compliance measures including, but not limited to, the following:

- » Clearly define and explain excluded waste and proper handling, storage, and disposal options available; this includes proper disposal of hazardous waste and sharps waste.
- » Encourage customers to seek out packaging that is readily reusable, recyclable, or compostable.
- » Inform customers subject to Food Recovery requirements under SB 1383 of their obligation to recover edible food and actions they can take to prevent the creation of food waste. We will help customers connect with Fresno Metro Ministries Food to Share Program for food donations and register on the Too Good To Go App to sell end of day food items.





- » Encourage the use of compost and recovered organic waste products.
- » Encourage customers to purchase products/packaging made with recycled content materials.

In addition, our Diversion Coordinator will work with our Recycling Rangers and ensure the following activities will occur:

- » Work to develop partnerships with and incorporate City program and educational activities into Caglia activities, and vice versa.
 - » Participate and represent Caglia in community activities.
- » Oversee Customer satisfaction of all program services, as described in Exhibit B to the Franchise Agreement.
 - » Coordinate, produce and implement the annual education and outreach plan.
 - » Provide all Customers with appropriate educational information necessary to make informed, environmentally forward decisions relative to waste reduction, reuse, and diversion activities.
 - » Assist in planning service needs for special events and large venues with a focus on effective source separation and increased diversion.
 - » Create and distribute reports as required by City Contract Manager.

Dedicated Clovis Website

As mentioned previously, we will create a dedicated portion of our existing website to the City of Clovis where all customers can obtain service and rate information, public education and outreach materials, and contact our Diversion Coordinators to request additional materials and schedule tours, Diversion Opportunity Assessments, site audits, and more. All outreach collateral, How-to and educational videos, and links to numerous resources (including relevant web pages on the City's website) will be available online for viewing and download.

Corrective Notices

Refer to Section 5 for additional information on Non-Collection Notices (NCNs) and contamination notifications provided by our drivers when certain conditions warrant non-collection or contamination fees.

HHW, Sharps, E-Waste & Universal Waste Communications

Refer to Section 6.1 for additional details on our hazardous/ excluded waste communication and protocols for customers and employees.

School & Community Organizations Involvement

Presentations. Our Diversion Coordinators and Recycling Rangers will conduct workshops and presentations to residents, businesses, homeowner and associations, MFDs, service organizations, schools, City Facilities, and community groups throughout Clovis. Workshops will cover the principles of the integrated waste hierarchy, Caglia's collection services, recycling and organics diversion programs, and various types of outreach and technical assistance that is available for free! By collaborating with residents, businesses, and community groups, we will foster increased participation in collection operations and diversion programs.



Outreach at Schools. Educational materials and diversion opportunity assessments are currently provided to schools in Clovis upon request. City designed outreach materials are distributed by Caglia and geared towards younger audiences to promote



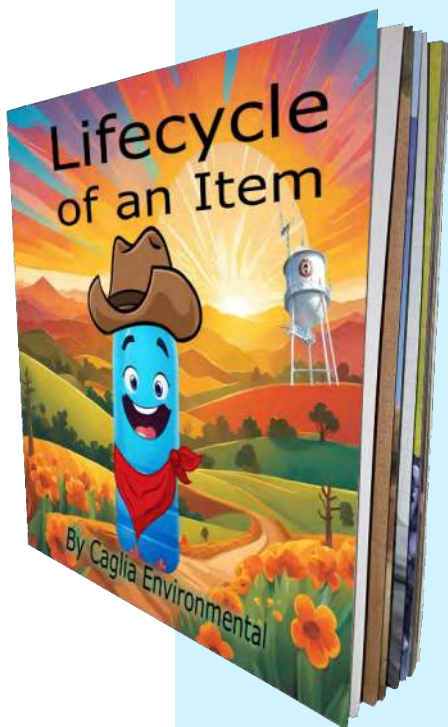
participation in collection programs and increase/improve diversion at school and at home. Educational videos, children and activity books, recycling and composting curriculum, recycling and composting art activities, fun giveaways, and recycling and organics posters are excellent tools to engage with students and any videos will be made available on the Clovis portion of our website. Waste assessments, audits, and edible food access and recovery efforts can be performed for schools that are subscribing to our collection services.

Tours at CARTS Facility

Caglia is also excited to offer an engaging and educational virtual tour of our CARTS MRF designed specifically for students in the Clovis school districts. Led by our team of knowledgeable Diversion Coordinators and Recycling Rangers, this interactive experience will bring students closer to the cutting-edge technology that powers modern recycling processes. Through a dynamic, up-close view of our MRF, students will get a firsthand look at the robots and automated systems that sort and process recyclables, transforming waste into valuable resources. The virtual tour will showcase the sophisticated equipment in action, including high-tech robots pulling recyclables from the conveyor belts with precision and efficiency.



To make the experience as immersive as possible, we're not just offering a static presentation—students will have the opportunity to ask questions, interact with the Diversion Coordinators and Recycling Rangers in real-time, and learn about the importance of recycling in their own communities. Caglia is proud to collaborate with Clovis Schools to provide this valuable educational opportunity, which will not only highlight the latest innovations in recycling technology but also foster environmental stewardship and sustainability among the next generation of leaders. By offering this unique field trip, we aim to inspire students to think critically about waste reduction and how they can contribute to a cleaner, more sustainable future.



"Lifecycle of an Item" will be an engaging children's book created by Caglia and aimed at teaching kids the basics of recycling, composting and the environment. With illustrations crafted by a talented high school students, selected through a local art competition, this book brings to life the journey of common household items showing young readers what happens to items when they're recycled and how their actions can help protect the planet. This empowers the next generation with the knowledge to make sustainable choices. In addition to being available at our Clovis Branch location, it would be distributed to CUSD elementary students and be passed out by our Recycling Rangers.

High School Scholarships. In addition to outreach and public education activities at local schools, Caglia will sponsor the Frank S. Caglia Environmental Sustainability Scholarship for high school seniors in Clovis that are planning to major in environmental sciences/studies, sustainability, or engineering and have at least a GPA of 3.0 or higher. After students submit the application, two (2) recommendation letters and an essay on environmentally related topics/concerns, our team will review the submittal package and select a winner from each Clovis High School, five winners total, who will each receive \$1,000. In addition, we offer the Sally's Mural Fund that awards \$5,000 a year directly supporting local artists in the community.



Field Trips & Demonstrations.

In addition to providing presentations at schools and other community organizations, we will also host tours of the CARTS MRF and can schedule equipment demonstrations, upon request. We are proud to be a true community member and love sharing our experience and collection and processing operations with everyone!



Organizations Caglia Supports

Caglia is proud to invest in our local communities. Below is a sample of the organizations we have supported over the years.



Selma District Chamber of Commerce





Clovis Chamber of Commerce | Recycling Leadership Awards 2025



Rich Caglia is “Clovis Businessperson of the Year”!

Jennifer Joaquin is “Clovis Ambassador of the Year”!

The Clovis Chamber of Commerce is proud to recognize Rich Caglia as the Businessperson of the Year and Jennifer Joaquin as Ambassador of the Year!

The Chamber board will be honoring Rich Caglia and Jennifer Joaquin during The Salute to Business Award luncheon on Thursday, January 30, 2025, from 11:00am – 2:00pm. We are honored on their behalf and proud of their accomplishments in leadership and commitment to the Clovis Community.



City & Special Events

In addition to supporting the organizations listed previously, we are thrilled to be a part of the Clovis community and will participate as often as possible to not only assist with outreach and diversion efforts, but to also get to know the community we are proud to serve. Refer to Section 3.8 for additional information on Caglia's participation at City-sponsored and other special events in Clovis.



Outreach Materials

Distribution

Refer to the Public Education & Outreach Program section above for a comprehensive list of outreach collateral types and distribution schedule.

Bill Inserts. Bill inserts will be designed, produced, printed, and included by Caglia for MFD and commercial invoices. Refer to Section 13 for additional information on bill inserts for Clovis customers.



Subcontractors

Caglia will provide all public education, outreach and technical assistance staffing and will not use subcontractors.

Recyclable & Organic Materials Outreach Materials

In addition to educating residents on how to properly discard materials and reduce contamination, we also include information on why participation in our collection and diversion programs is important and how it benefits not only the resident, but the community as a whole. Below are a few examples of the materials we've produced to educate our community on WHY recycling is important. We will continue to incorporate the benefits to why participation in our recycling and diversion programs are such an essential aspect of being environmental stewards.



Annual Budget

Caglia will spend no less than two-hundred thousand dollars (\$200,000) on outreach during the transition in Rate Period One **and for each subsequent year thereafter**. We will provide the City Contract Manager a detailed description of annual public education and outreach budget for review and approval for each rate year. At the conclusion of each Rate Period, any unused funds will be transferred to the City.



Green Circle Awards Program

The Green Circle Awards represents a transformative approach to recognizing and promoting business recycling excellence within the community. This comprehensive program goes beyond traditional recycling metrics by establishing a dynamic evaluation system that measures not only diversion rates but also operational efficiency, employee engagement, and impacts on the community.

Through quarterly site visits and detailed assessments, participating businesses receive ongoing support and recognition from our Diversion Coordinators for their sustainability achievements.

What sets the Green Circle Awards apart is its focus on continuous improvement and practical implementation. The program provides businesses with tangible tools and resources, including container optimization, staff training materials, and technical assistance, while simultaneously measuring their progress through a sophisticated 100-point scoring system. This approach ensures that businesses of all sizes can participate meaningfully while working toward achievable sustainability goals. The evaluation criteria specifically address key municipal priorities including waste reduction, contamination prevention, and community engagement, creating a direct alignment with the City's environmental goals and objectives.

The program's structure is designed to create a lasting impact through its annual cycle of assessment, recognition, and community leadership development. Winners receive substantial benefits including marketing opportunities, professional documentation of their success, and platforms for sharing their best practices with other businesses.

With the Green Circle Awards, Clovis has the opportunity to establish itself as a pioneer in sustainable business practices while creating measurable progress toward waste reduction and environmental goals.



The Recycling Leadership Awards: Recognizing Excellence in Business Sustainability

The Recycling Leadership Awards celebrate businesses that demonstrate exceptional commitment to sustainability through innovative recycling practices, waste reduction initiatives, and environmental leadership. This comprehensive recognition program evaluates businesses quarterly and celebrates their achievements annually.

The Recycling Leadership Awards values the following areas to achieve environmental benefits: operations; container system efficiency, contamination rate, material sorting accuracy, collection system effectiveness, program maintenance, service level optimization, education & engagement; employee training programs, internal communication, recycling team activities, new hire orientation, program signage, regular updates, innovation & impact; waste reduction initiatives, creative solutions, community involvement, cost savings, environmental benefits, and leadership.

Evaluation Process: Quarterly Site Visits

Our evaluation team conducts regular assessments focusing on:

- ✓ Bin cleanliness & maintenance
- ✓ Proper material sorting
- ✓ Container placement & signage
- ✓ Employee participation
- ✓ Program documentation
- ✓ Innovation implementation

These comprehensive program structures ensure fair evaluation, meaningful recognition, and continuous improvement in business recycling and diversion efforts while promoting environmental stewardship and community leadership.

Winners of the Recycling Leadership Award receive a benefit package including an annual award presentation with photo, a media release & social media spotlight, a success story feature, and window decals. In addition, winners receive business advantages like marketing materials and community leadership networking, and more. **Caglia is excited to assist Clovis' businesses with being recognized for their efforts and participation in the local economy and environmental sustainability.**



8 SB 1383

Implementation & Monitoring Plan



SB 1383 is a landmark California recycling and climate change bill that was signed into law September 19, 2016. The law was created to reduce the amount of methane emitted by the state's landfills by recovering organic waste instead of disposing of it. SB 1383 is the most ambitious and impactful waste reduction and recycling law since AB 939 (which was signed into law in 1989). SB 1383 mandates that the state shall reduce the amount of waste it sends to landfills by 75% by 2025, and has an enforcement structure that will compel generators, haulers, facilities, and jurisdictions alike to participate in the effort.

Caglia Meeting SB 1383 with Pride

Caglia prides itself on being a forward-looking hauler and aims to be the best hauler in the region for meeting and exceeding the goals set forth by the State of California. As such, Caglia is committed to implementing all the required programs of SB 1383 in the City of Clovis. Furthermore, our plans to increase the City's organics diversion, coupled with improving recycling programs and supporting source reduction measures, sets the path for us to bring the City of Clovis into fully meeting the 75% diversion target.



All containers provided by Caglia to Clovis customers will comply with the technical specifications outlined in SB 1383 and feature appropriate labeling to effectively communicate important information to residents and businesses. Waste materials are being collected along designated routes, ensuring they are directed to the proper facilities.

Green waste, food waste, and other organics will be brought to a local, permitted compost facility capable of processing the material to create compost products. Recyclables will be sorted at Caglia's CARTS MRF for sorting and processing to divert materials to recyclers for recovery and re-manufacturing. Unrecoverable wastes sorted out as residue are sent to permitted landfills for disposal.

Caglia understands our responsibility to deliver all program elements mandated by SB 1383 (and other applicable regulations) for recyclable materials and organic materials. This includes, at a minimum, the provision of collection services for recyclable materials and organic materials, as well as implementing education and outreach initiatives, conducting contamination monitoring (route reviews), and ensuring accurate reporting for all premises within the City of Clovis.





Green Bin Deployment

Caglia has placed special emphasis on providing organics diversion outreach to generators that both educates on how to use the organics bin, as well as why it is important to do so. This outreach has met the requirements under the law, improves the City's diversion rate, and ensures our partners at the composting facility receives a cleaner feedstock for producing their compost products and soil amendments.

While performing our organics outreach, Caglia also keeps track of which generators meet the requirements for edible food recovery. Under SB 1383, businesses such as grocery stores, food distributors, and large restaurants are required to set aside edible food for donation. These donated foods will serve to lessen food insecurity, as well as provide another opportunity to keep food waste out of landfills.



Caglia collection vehicles will deliver organics to Green Valley Recycling for preprocessing into compost feedstock. Then GVR will haul the compost feedstock to Kochergen Farms for Composting. Kochergen has committed to providing ample capacity for the City of Clovis for the term of the Franchise Agreement. In addition, Caglia is planning on securing permits to improve its own organic waste processing at CARTS. Caglia plans to install organics waste pre-processing equipment, which will clean up contaminated organic waste streams by removing packaging and producing an organic waste slurry. This will serve to improve the diversion rate of Clovis, as previously unusable waste streams will be able to be recovered. The slurry produced from this process will be blended with green waste and then delivered for composting.

Edible Food Deployment in Clovis



FEED HOPE



Caglia will provide Clovis with its generator and accounts lists to assist the City in implementing the edible food recovery programs that will nourish our community and uplift those in need. This effort embodies our compassion and commitment to making a meaningful difference in the lives of those in need while diverting organic waste from landfill.



Edible Food Recovery Support

Caglia partnership with the Fresno Metro Ministry's Food to Share program offers a comprehensive solution for food waste reduction in Clovis through its food recovery and distribution network. The program rescues nutritious food from various donors including schools, retail outlets,

farmers, and food processors that would otherwise go to waste, and redistributes it to families facing food insecurity. With a fleet of five cargo vans and trained drivers who carefully document and track every pound of recovered food, the program ensures safe food handling while maintaining detailed records of their impact. In addition, inedible food waste is converted into renewable energy through a partnership with Colony Energy and Caglia Environmental contributing to improved regional air quality and reduced greenhouse gas emissions.



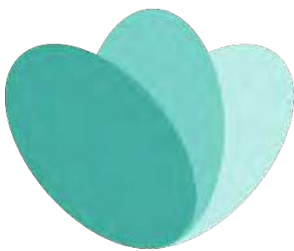
Thank you, Caglia for Supporting Food Recovery!

"In 3.5 years of operations, Food to Share has directly and cumulatively recovered more than 2.5 million pounds of edible food that, along with other healthy food donations, now totals over 4 million pounds of food distributed to residents in underserved and disadvantaged neighborhoods in our City.

Caglia Environmental has been an ally, working partner, and supporter all along the way with Food to Share. Caglia had helped us to divert good food from landfills and even sponsored a fundraising golf tournament on behalf of Food to Share.

We hope you have the opportunity to work with Caglia to experience their excellence as we have."

**KEITH BERGTHOLD, FORMER EXECUTIVE
DIRECTOR, FRESNO METRO MINISTRY**



Too Good To Go

For businesses looking to add dollars to their bottom line, Caglia promotes Too Good To Go's app as part of their service package and assists food producers with enrollment in the easy to use app-based marketplace platform. Too Good To Go connects food businesses with paying consumers to prevent food waste before it enters the waste stream. The app tracks food rescue and reduces the administrative burden while helping Clovis comply with SB 1383. Too Good To Go is a global app that has a proven track record, saving over 121 million meals in 2023 alone. It is a win-win solution that reduces food waste, increases business profits, and provides affordable food access.

Blue Bin Deployment



SB 1383 mandates recycling for commercial and residential customers, that all recycling bins be blue, that recycling routes are monitored for contamination, and most importantly, that generators are subject to fines for failure to implement recycling programs. Caglia looks forward to expanding a successful recycling program in the City that will identify new opportunities for diversion. All recyclables will be collected by Caglia and taken to our CARTS MRF for processing and sorting. We will work directly with the City to provide accurate and transparent public education and outreach as to what materials are recyclable, which items are destined for the organics container and/or other specialty recycling programs, and what materials end up in the landfill. We will support the promotion and use of reuse programs, waste reduction programs, producer responsibility guidelines, or other strategies to reduce the flow of unrecoverable materials to landfills and increase the jurisdiction's recycling rate. This work will help Clovis prepare for upcoming changes to the recycling industry, such as those we will face with SB 54: Plastic Pollution Prevention and Packaging Producer Responsibility Act".

Contamination Monitoring

SB 1383 requires jurisdictions to regularly monitor each of their waste routes for contamination. This includes each of the three bin colors, for each collection route, at least once or twice a year. Jurisdictions are given the option of conducting the monitoring via route review or waste evaluation. Caglia is conducting contamination monitoring on behalf of several jurisdictions as Caglia has both the collection personnel and facility personnel available for such monitoring and reporting. Refer to Appendix G for details on Caglia's Contamination Monitoring Plan.

Contamination Notices

We recognize customers may occasionally make mistakes on materials placed in the recycling and organics cart. We know no one is perfect but we strive to educate customers, so contamination is reduced, resulting in a cleaner material stream. On these occasions, drivers leave our standard contamination notices for communicating a friendly reminder of what material does not belong in the green or blue container. Most of the time, these contamination notices resolve the issue for future collections, however, if contamination and improper use of the containers continues, our drivers

will notify our team and CSRs and Diversion Coordinators will promptly get involved to provide additional information on compliance with our diversion programs. Refer to Appendix G for a sample letter provided to customers when contamination is found.

Waste Evaluations

CalRecycle offers facility-based waste evaluations as an alternative to the route review. This option may be attractive for routes that are difficult to inspect on site. Caglia offers Clovis the capability of doing these waste evaluations at the Caglia facility, and Caglia has the requisite expertise to perform such evaluations to SB 1383 standards. For routes examined Caglia would follow SB 1383 requirements and perform these evaluations twice annually.



Example of Madera County 2022 End of Year Compliance Report

MCR Participation Numbers							
Businesses	June	July	August	September	October	November	December
Those Subject to 341		197	196	196	196	196	196
Those not participating		0	8	0	0	0	0
Percent not participating		0%	4.1%	0%	0%	0%	0%
MFDs	June	July	August	September	October	November	December
Those Subject to 341		8	8	8	8	8	8
Those not participating		0	0	0	0	0	0
Percent not participating	0%	0%	0%	0%	0%	0%	0%
MORe Participation Numbers							
Businesses	June	July	August	September	October	November	December
Those Subject to 1826		468	467	467	467	467	467
Those not participating		95	85	85	85	74	54
Percent not participating		20.51%	18.20%	18.20%	18.20%	15.85%	11.56%
MFDs	June	July	August	September	October	November	December
Those Subject to 1826	8	8	7	7	7	7	7
Those not participating	0	0	0	0	0	0	0
Percent not participating	0%	0%	0%	0%	0%	0%	0%

Compliance Review of Generators

By gaining access to the previous hauler's customer lists early during the transition will be essential so we can upload and analyze the data in AMCS integrated tracking software, eventually generating a comprehensive generator record. This generator record is what is necessary for the jurisdiction, or Caglia on behalf of the jurisdiction, to meet the requirements of SB 1383. Namely, Caglia will use this record to conduct a "desk review" to systematically identify levels of service for each generator to meet each of the generator service level monitoring criteria and simultaneously meet all of the recordkeeping requirements. Generators who do not subscribe to organics services, are identified and shared with the City who can either exempt them with a waiver, request self-haul documentation, or move them into an organics subscription program. Caglia will have dedicated CSRs and Diversion Coordinators available to assist customers with subscription enrollment and/or changes to the service levels and/or container sizes. The City will need to provide waiver information to Caglia so we can complete these generator records and ensure the City is in full compliance with generator requirements.



9 Litter Prevention/ Abatement Plan



Caglia's Litter Prevention and Abatement Plan describes the activities that we complete during regular collection of recyclables and organics to ensure litter is not created from collection operations.



Although many think of littering as deliberate, a large portion of litter generated today is unintentional. A major component of litter is generated from waste collection. The geography and climate of the region results in many days each year of particularly high winds, which allows for a higher possibility of waste on the curbside turning into litter. Caglia is poised to tackle litter created during collection operations. Caglia prevents the creation of litter at the source, by extensively training drivers, providing secure receptacles for customers, and educating customers about the importance of properly disposing of waste and not creating litter. Caglia's collection drivers and CSRs are trained on how to properly complete all collections without spilling and/or leaving litter behind.

Litter Prevention with Cart Collection



Cart collection is completed by an automated side loader vehicle that is equipped with a cart-tipper. If it is not required for the driver to exit the vehicle to complete cart collection, the driver will complete a thorough visual inspection after servicing the container to ensure that there is not any litter left behind. If the driver spots fugitive waste that has escaped before or during the collection process, the driver will exit the vehicle and pick up the litter by hand. If the driver is required to exit the vehicle during collection (for example if there is a difficult to reach container or overloaded cart) then the visual inspection will be completed from outside the vehicle. This will allow for an even more extensive litter inspection. To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location, ensure that cart lids are closed, and that any litter is cleaned up.

Drivers are trained to make a note of carts with overflowing materials and notify CSRs so customers can subscribe to the correct container size to accommodate their waste

streams. Also training residents on the importance of securing materials inside the carts is key to reducing litter.

Litter Prevention with Bin Collection



Bin collection is completed by an automated front-load collection vehicle. The driver exits the truck to open a locked gate or bin, and, as required, positions the bin to be placed on the forks of the vehicle's lift mechanism. After contents are unloaded into the hopper, the driver returns the bin and locks the gate, if required. To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection bins to their normal service location, ensure that bin lids are closed, and clean up any litter. This is always completed with a visual inspection of the collection area after the waste is collected. The driver observes the area for any waste that might have escaped from the bin before or during collection.

Litter Prevention with Roll-Off Collection



Unlike other haulers, all Caglia roll-off containers have covers to prevent waste from escaping. Every roll-off vehicle is fitted with automated tarps to cover the loads. Drivers complete a visual inspection of the area after collection and if any litter or debris spilled out before or during collection, the driver exits the vehicle and cleans the area immediately. As needed, the driver records any comments about overflowing containers and communicates this to the CSRs where additional services are offered to roll-off customers with overflowing containers.



Overloaded Container Protocol

As noted, drivers will inform CSRs in the event a container is overloaded. Caglia ensures that customers are provided feedback on the requirement to keep materials inside the containers and CSRs are trained to follow the protocol below.

- » **First Offense:** The first offense is collected as a courtesy to the customer. The driver notes the overloaded container into the onboard computer and the CSR is notified. The CSR then notifies the customer that the container was collected as a courtesy and subsequent containers that are found to be overloaded will be assessed a fee.
- » **Second & Subsequent Offenses:** Upon noting a second offense, the drivers are instructed to not collect the material and inform CSRs. The CSR will notify the customer that a fee will be assessed because of the overfill. Should the customer correct the overfill, Caglia will service the container that same day at no charge.



Note that our drivers are never compensated for documenting enforcement actions. Instead, they are comprehensively trained to ensure that our collection programs do not result in litter and the most effective and respectful ways to communicate these instances to customers.

Notes: A photo of the overloaded container will always be taken and uploaded into their account details of the AMCS system. This will be used by Diversion Coordinators as an opportunity to educate customers on proper use of the containers so for maximum participation.

LIMPIEZA COMUNITARIA DE MÁLAGA
Sábado, 29 de Mayo, 2021

Ponga los artículos para la limpieza de la comunidad a lado de la carretera antes de las 6 a.m.

Se permite a cada residencia dos yardas cúbicas (lo cabe en un área que mide 4 pies por 6 pies) y un artículo voluminoso por limpieza.

RECOGERAN	NO RECOGEREMOS
Colchones y Muebles Televisores y Computadoras Alfombras y Almohadilla de alfombra Puertas y Madera de Dimensión (máximo 4" x 6") Piezas de metal y cortacéspedes (eliminar líquidos) Muebles de metal y Pipas (no mas largo que 6 pies) Metal y Columpios de plástico y juguetes Escombros en bolsas o cajas Recortes de árboles y frondas de palma Troncos de árbol Cemento, Asfalto y ladrillo Botes de Pintura Abierta y seca	Tierra Aceite de motor Llantas Pintura Batería de Carro Pesticidas Químicos para piscina Refrigeradores Estufas Calentadores de Agua Lavadoras y secadoras Materiales para Techo Líquidos

MATERIALES PELIGROSOS NO SERÁN RECOLECTADOS
 Por favor, siga estas reglas:

- No saque los artículos de basura, hasta 10 días antes del evento.
- No bloquee las canaletas.
- No ponga en el pasto solo en la acera.
- No coloque objetos en los callejones. No van a ser recogidos si se colocan en callejones.
- No utilice sus botes grises, azules o verdes para limpieza de la comunidad. No van a ser recogidos.
- No coloque objetos en la acera después de que han completado el levanto en su calle.
- Todos los vehículos no deben ser estacionados en la calle durante el día de la limpieza de la comunidad.

IWS
 INDUSTRIAL WASTE AND SALVAGE
 A Caglia Family Company

COMMUNITY CLEANUP

Preguntas? Llame a IWS al (559) 233-1158 o visite www.CagliaEnvironmental.com

Community Clean-up Days

Caglia provides opportunities for the community to dispose of materials that may not be suitable for curbside collection during the regularly scheduled clean-up days.



Illegal Clean-ups | Value Added Service

Caglia will provide up to 100 tons per year of free pick-up and recycling/disposal of illegally dumped materials in the City of Clovis. Our experienced, trained, and Hazmat Certified Staff will be happy to be a part of keeping Clovis Clean!

10 Skilled Driver Recruiting, Training, & Retention Plan



Caglia is prepared to perform reliable collection operations and excellent customer service to all customers in the City of Clovis. In order to provide Clovis with the best service, we take great care in recruiting, training, and retaining a sufficient number of skilled drivers.

Our Core Values

- ☐ Workplace safety is a core value.
- ☐ We are people and family centered.
- ☐ Our companies are environmentally sensitive and responsible practices are firmly rooted in our values.

- **Diversity & Inclusion**

We value our employees' differences and contributions, so we actively encourage our employees' input on workplace matters.

- **Supporting the Community**

Our company initiates and actively supports community investments where we work and live. Philanthropy to our community is paramount. Our donations focus on youth, veterans, education, and medical needs.

- **Preserving the Environment**

We are committed to environmentally responsible policies and procedures. We conserve energy, purchase high-efficiency equipment and vehicles, minimize waste, and participate in community clean-ups.

- **Strong Ethics**

The Caglia Family is proud to do business with integrity and respect. This shows in our decades of service to our customers, employees, and communities.

- **Continuous Learning**

We strive to continuously improve the way we operate and actively invest in our employees' training and development.

Employee Recruitment & Hiring

Caglia recognizes the value of recruiting and hiring local employees and the positive impacts that has on the community and local economies. If awarded the Franchise Agreement, we will make a good-faith effort to recruit and offer employment to existing and eligible displaced drivers and employees through a variety of means. The primary objective is to hire the best people, who embody our company ethics and philosophies, and we are committed to hiring qualified and local drivers and staff. We anticipate conducting new employee hiring at least 3 months prior to the commencement of services. We will host a Recruitment Fair for employees of the current hauler to meet with our management team. Candidates will learn about our company, upcoming job opportunities, transition timelines, and understand our recruitment, training, hiring, and screening process. In addition to the Recruitment Fair, we will work closely with local career centers to encourage potential employees to apply.

SAFETY Is a Core Value for CAGLIA!

Safety Training

Safety is a Core Value at Caglia and our goal is to have every single employee return home safely to their families after every shift! Over the years, we have developed and refined an advanced safety culture with supporting infrastructure where employees are trained to think, choose, and live from a rigorous safety situation and standard. Safety is viewed as the responsibility of everyone in the Caglia family of companies. We take strategically planned steps to ensure safety in all our operations, on collection routes, and at our transfer/recycling facilities. Caglia's excellent safety record is achieved by a clear system of safety checks and balances used daily combined with the long-term retention of very skilled and dedicated employees.





We believe in maintaining a healthy and safe workplace for all employees that is integrated into the driver's daily operations. We implement an ongoing and cohesive safety and training program that encompasses the following key elements.

New Employee Orientation. All new employees are required to attend, participate, and demonstrate comprehension of the new employee orientation and safety training class. In this class, company policies and standards are fully explained, and the following topics are covered in detail:

- ✓ Alcohol & Drug Free Workplace
 - o All drivers must undergo drug and alcohol testing.
- ✓ CA Department of Transportation's Requirements & Pull Notice Program (PNP)
 - o Drivers operating heavy equipment must be registered and the DMV is notified immediately of any violations by drivers.
- ✓ Personal Protective Equipment Operations & Care
 - o Staff are provided uniforms, safety vests, hard hats, gloves, safety glasses, and ear protection.
 - o Each staff member is trained on proper PPE usage and care.
- ✓ Hazardous Communication Procedures
 - o Drivers are trained on identifying, communicating, and handling minor hazardous wastes. Significant interactions are reported directly to the Supervisor, who intervenes as quickly as possible.
- ✓ Spill Prevention & Contamination Training

- o Drivers are thoroughly trained on preventing spills (via pre- & post-trip inspections as well as when emptying containers).
- ✓ Collection Service Policies & Procedures
 - o Drivers are trained on operational and service requirements of the Franchise Agreement.
 - o Supervisors conduct routine driver ride-along audits and service observations to evaluate driver habits, identify training opportunities, and coach drivers on safety and customer service best practices.
 - o Service reporting is done in the vehicle via the AMCS tablet on the route.
- ✓ Vehicle Safety & Operational Proficiencies
 - o Drivers perform daily pre-trip and post-trip inspections of their vehicles and report any concerns to Supervisors and maintenance personnel.
 - o Implementation of 3rd Eye Cameras for safety and operational compliance.
 - o Refresher training is conducted after incidents involving improper operation of the equipment.
- ✓ Recycling & Waste Contamination Communication Procedures
 - o Drivers are trained on the proper use of containers and issue contamination notices to customers as needed to ensure the correct materials are collected.
- ✓ Injury & Accident Reporting Procedures
 - o Employees have access to customized training modules on environmental health, safety, and human resources topics using an online platform.



Frequent Safety Meetings. Mandatory safety meetings are held monthly with drivers and operations staff to discuss various OSHA, safety compliance topics, annual back-to-school warnings, fog driving techniques, heat stress warnings, tipping floor rules, distracted driving prevention, and much more. Weekly tailgate meetings are held with drivers to discuss current safety or service-related issues in order to be a focal point of the driver's daily duties.

Safety Postings & Signage. All required safety postings and signage are displayed in high-traffic employee areas and on most equipment. Posting and signage are in both English and Spanish and include various safety reminders, upcoming safety events, and employee rights/benefits.



Safety Record. Caglia's safety record is above industry average demonstrated by our five year average workers compensation experience modification



(X-Mod) rating of 0.75!

During these past 5 years, we have had ZERO serious industrial injuries. Our safety culture ensures that employees work in an environment that is free from un-necessary workplace hazards and employees are encouraged to report any hazardous or dangerous conditions so Supervisors and Managers

can quickly address these is-sues, with zero repercussions to the reporting employee.

Over the past five years we have had no serious vehicle accidents or moving violations. Our drivers take pride in our excellent safety record, and we are demonstrating our stellar safety operations for the communities we serve.



3rd Eye Safety Camera System. Caglia's collection vehicles in the City of Clovis will be equipped with the AI-enabled 3rd Eye Camera System that provides additional lines of sight in the cab and hopper. Caglia implemented this system in our other collection fleets and utilize the additional operations

information for driver safety coaching and early warning detection for thermal or fire events. It is also designed to capture video and audio inside and outside the vehicle when triggered by abrupt actions such as braking, acceleration, swerving, speeding, or collisions. It is a great tool to help us identify and address risky driving behaviors before an accident occurs. The 3rd Eye system allows us to constantly monitor the work environment, provide automatic service verification, provide contamination visibility, and determine if vehicles are overloaded.





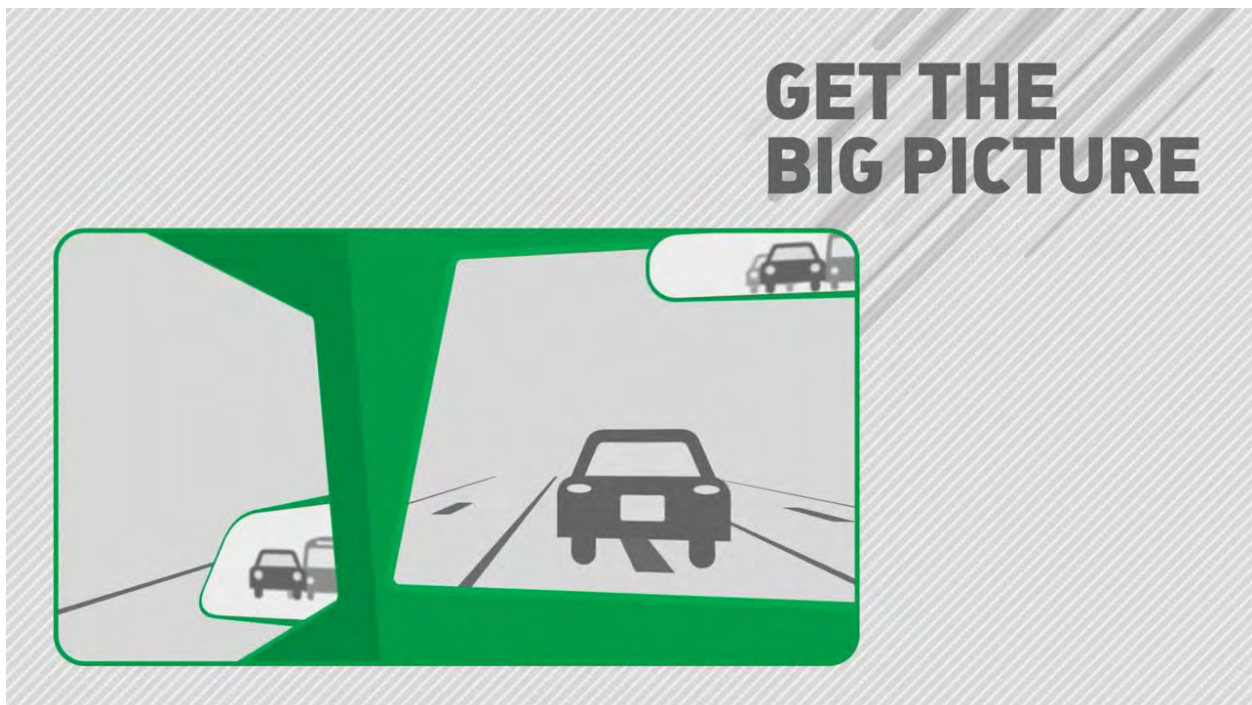
Smith5Keys System. A time-tested defensive drivers' instructional system helps drivers see, think, and act their way through various driving environments, challenges, and changes that exist.

Caglia utilizes this effective training system for all collection vehicle operators to ensure accidents and incidents are minimal. The Smith5Keys are designed to provide drivers with the knowledge and skills to create three important things while driving:

- **Space** to maneuver their vehicle away from conflict.
- **Visibility** to detect danger and the potential for conflict with another vehicle or fixed object early.
- **Time** to react to volatile and complex driving environments.

Additionally, we host an annual half day defensive driving safety training offsite to enhance our safety culture and special guest speakers (California Highway Patrol and driver safety consultants) are invited to present on various topics.

Get Out And Look “G.O.A.L.” Training. In addition to the Smith System, drivers are taught to get out of the vehicle and look before moving the truck when they are unable to clearly see. Used in backing situations, overhead obstructions, and high pedestrian areas to make sure they know the surroundings before moving or operating the vehicle.





Driver safety checklists are completed by the Route Manager and/or Operations Manager when working with drivers. Annual evaluations are completed by the Supervisor where they ride in the vehicle to evaluate all skills from driving, safety, and customer service. Periodic evaluations are done throughout the year to maintain our standards.

Driver Safety & Operations Assessments. After the driver has completed our initial company and safety trainings and demonstrated a thorough understanding of our safety program and operational expectations, the driver will be evaluated and assessed to make certain all safety and service/operational procedures are understood and followed properly. We will allow for sufficient training and time for drivers to get acquainted with driving their routes, demonstrating proficiency at on-board communications with CSRs, and completing all service collection functions at 100% operating proficiency. Additional drop-in visits will be available to drivers and mechanics that want to receive additional hands-on practice. Driver and mechanic training will be conducted at our Corporation Yard in Fresno. The Route Supervisor and/or Operations Manager will conduct final driver assessments and then the driver will start providing collection services in the City of Clovis.

Motivational Safety Programs & Incentives. Caglia has implemented several motivational safety/training programs that are used to incentivize, encourage and reinforce employees to maintain an accident and injury free workplace and reward good safety behaviors:

- C **“Caglia Bucks”** are rewarded to employees participating and answering questions in safety meetings, reporting unsafe work conditions, maintaining accident and injury free for a month, always wearing personal protective equipment (PPE), and sharing what they've learned from near miss accidents.

Employees may redeem their **“Caglia Bucks”** for prizes, which have included televisions and gift cards from restaurants and retailers.



- C** Safety Bingo is a fun game used to show appreciation for employees maintaining an accident and injury free workplace. A bingo letter is called each day the company goes without a recordable incident, lost-time accident, property damage, or vehicle accident. The first person to get a bingo wins 25 **“Caglia Bucks”**. The winner's name is also displayed on a plaque in the safety training room.
- C** Safety Appreciation BBQ: Each quarter that the company is without an accident or injury, we host and provide a fun BBQ for employees. We often distribute new hats, beanies, shirts, jackets and/or other great prizes.
- C** DOT Inspection Program: 50% of the fleet is chosen on a monthly basis for a random inspection. In the evening, the Supervisor places between 6 and 10 little yellow dots in various places on the collection vehicle. In the morning, when drivers are completing their pre-trip inspections, they are required to pull the dots off the truck and bring them to the Supervisor. If driver finds all of the dots, they are awarded 3 **“Caglia Bucks”** per dot. If they do not find all the dots, additional training and review is conducted with drivers to ensure they are doing a thorough inspection of their vehicles.
- C** Site Safety Committee: This Committee is comprised of one rotating staff from each department that meets monthly to develop new safety programs. The Committee reviews accident investigations and performs monthly safety inspections. Employees on the committee are rewarded with **“Caglia Bucks”**.
- C** \$1,200 Annual Motivation Incentive: In addition to Caglia Bucks, we also have an annual incentive for drivers that excel in the following areas: avoiding accidents/injuries, treatment of equipment, paperwork completion, compliance with policies, customer service compliments, and attendance.

Driver Appearance & Conduct. Drivers are provided with clean uniforms that present a neat appearance and will conduct themselves in a courteous manner. Driver's uniforms will be clean and have the Caglia logo along with the driver's name. All drivers are required to carry their valid California Commercial class driver's license and medical card.

Neighborhood Watch & Safety. Our drivers hit the road early and often before the sun rises. This provides an advantageous position to identify unusual or potentially hazardous/dangerous situations, particularly when equipped with comprehensive training to recognize signs of trouble.



We are often in your neighborhood throughout the day when you're not home, giving us the ability to witness and report suspicious or dangerous activity on your behalf. Residents of Clovis can count on Caglia drivers and staff to keep an eye on the neighborhood and do the right thing no matter what time of day!

Our Very Own Community Hero! In 2020, one of our Madera County drivers witnessed fallen power lines that caused a fire in a resident's yard. The driver immediately responded and attempted to contact the residents, but no one was home. With his knowledge and prior training, he used a nearby water hose to extinguish the fire before it could reach the residence. He then called our CSRs, who contacted the homeowner and notified him of the situation. Emergency response teams arrived shortly after as well as PG&E to repair the damaged wires. The heroic driver and CSR were awarded a plaque of recognition by the Madera County Board of Supervisors for their outstanding efforts to keep the community safe!

Clovis residents can expect the same level of commitment to neighborhood safety.



Our truck driver and CSR being recognized by the Madera County Board of Supervisors for their heroic efforts.

Employee Retention

Our employee turnover rate is almost non-existent as our employees are satisfied and proud to work for the Caglia family of companies. We provide great benefits, safe work environments, and numerous employee incentives which have created a positive work environment, resulting in high rates of employee retention.

Employees are also provided with custom jackets, shirts, hats/beanies, an annual boot allowance and free cleaning service for work uniforms. We also provide compliment rewards where employees that receive a compliment are provided with a special treat. The secret to our success in keeping employees happy is due to the fact that we genuinely care about everyone we work with and treat everyone as a part of the Caglia family.

As of November 1, 2024, Caglia has 48 employees with more than 10 years of service, 100 employees with more than 5 years of service, and our longest employee is German Cervantes, who started with Caglia more than 47 years ago!

The Women Who Power Us



We celebrate the women who truly drive our company forward. Every member of our team values integrity that is paired with equality. Take a moment to meet some of the outstanding women who inspire us every day.

Visit our website to learn more about the women of Caglia
www.cagliaenvironmental.com/women-of-caglia



11 Local Purchasing Preference



Caglia is dedicated to serve the City of Clovis and will support the local economy to the extent possible, by purchasing materials and services from businesses located in Clovis. In addition to local purchasing, Caglia also implements an Environmentally Preferable Purchasing Plan (EPPP) that will be incorporated into purchasing for our operations in the City of Clovis.

11.1 Supporting Local Businesses

As part of our ongoing efforts to contribute to the vitality of our region, we have developed a comprehensive Local Purchasing Preference Plan that prioritizes sourcing goods and services from local vendors whenever possible. This plan ensures that we are making a direct, positive impact on our community while maintaining the high standards of service and quality that our customers expect. Although Caglia already uses several Clovis vendors, our purchasing strategy follows a tiered approach with the goal of maximizing local investment. The first priority is to source from City of Clovis vendors, supporting businesses directly within the local urban area where we operate. If a Clovis City-based vendor cannot meet our needs or provide the required goods or services, we will then turn to County wide vendors as our secondary preference. These vendors, while slightly further removed from the immediate Clovis area, still contribute to our regional economy and are integral to the overall prosperity of the County.

Finally, if we are unable to secure the required goods or services from either City or County vendors, we will then seek out suppliers from within the broader region. This ensures that we are continuing to support local businesses in our State, even if they are not located within the immediate vicinity of our operations. The Caglia Family has always believed in providing purchasing preference, even at a higher cost, to locally owned businesses. Whenever possible, we will continue to seek out local, high-quality suppliers to meet our business needs, especially those with sustainable practices.

MATERIAL/SERVICE	CLOVIS (PRIMARY PREFERENCE)	COUNTY WIDE (SECONDARY PREFERENCE)	REGIONAL (TERTIARY PREFERENCE)
Vehicle Procurement		✓	✓
Fuel/Fluids	✓	✓	
Tires	✓	✓	
Vehicle Parts	✓	✓	✓
Printing and Publishing Services	✓		
Uniforms and Workwear	✓	✓	
Work Boots, Vests, PPE	✓		
Office Supplies	✓		
Site Vendors (Cleaning, Pest Control)	✓		

Our Pledge to Work with Local Businesses



Our Work with the Clovis Chamber of Commerce



Caglia has a proven commitment to businesses in the Clovis area and is very involved in the Clovis Chamber of Commerce as a routine presenting sponsor at their events. The Clovis Chamber of Commerce is an organization dedicated to investment in Clovis businesses. Their mission is to "advocate and support a healthy business environment which improves the quality of life in Clovis." Below is a history of our involvement:

- » Keith Hester - Chamber Board of Directors Chairman 2021
- » Corey Stone - Chamber Board of Directors Chairman (Current), 2024 recipient of Director of the Year
- » Rob Emerson - Chamber Board Director (Current)
- » Jennifer Joaquin - Ambassador (Current)
- » Richard will be receiving Businessperson of the Year, at the upcoming 2025 Salute to Business Awards in January
- » Jennifer will be receiving Ambassador of the Year, at the upcoming 2025 Salute to Business Awards in January

Overcoming Obstacles | Our Steadfast Commitment to Service during COVID



Our company remained steadfast in its commitment to both our employees and customers during COVID. We ensured that there were zero service interruptions, and all collection routes were completed on schedule. We took immediate action to prioritize the health and safety of our workforce, implementing robust protocols to safeguard both our team and the communities we serve. In recognition of the hardships faced by our employees we provided family meal-boxes, all personally prepared by the ownership and management team. This hands-on gesture allowed us to show our gratitude in a meaningful way, while also providing meals from local restaurants through voucher programs to support the community.



[Watch our video](#) for a message about Covid safety and community support, from Clovis Chamber Board Member, Keith Hester.

11.2 Environmental Preferable Purchasing Program

Caglia has an opportunity to serve as a community model for environmental leadership by incorporating a plan of action that will conserve precious resources and reduce the use of hazardous substances, and potentially improve the environmental quality of the region. By incorporating environmental considerations in our purchasing, Caglia can reduce its burden on the local and global environment, remove unnecessary hazards from its operations, protect public health, reduce costs and liabilities, and help develop markets for environmentally responsible products. This Environmentally Preferable Purchasing Program (EPPP) will help us save on energy, water, and material resources as well as reduce long-term operating and maintenance costs. For a full copy of our EPPP please reference Appendix F.

EPPP 2024



12 Subcontracting



In an effort to provide the most efficient, local, and sustainable collection and processing operations to the City of Clovis, we have selected a local, dependable subcontractor to process all organic materials for the term of the Franchise Agreement. All other services required in the Franchise Agreement will be conducted by Caglia or Approved Affiliate.

Caglia Environmental | Subcontractors



Processing Facility:

Kochergen Farms Composting, Inc.

Owner:

Mike Kochergen

Operator:

Kochergen Farms

Services:

Organics & food waste processing



Processing Facility:

Green Valley Recycling (GVR) Transfer & Processing Facility in Fresno

Owner:

Kochergen Farms Composting, Inc.

Operator:

Green Valley Recycling, Inc.

Services:

Organics & food waste processing



13 Billing



All commercial customers will be billed for recycling, organics, and ancillary services at rates not to exceed the maximum approved rates set by the City of Clovis in accordance with Article 4.7 of the Franchise Agreement.

Current Billing Services and Experience

Caglia has years of experience in managing billing activities in several jurisdictions. The table below describes how current billing services are managed in the local communities we serve.

Madera County: Since 2012 Caglia has been servicing the County of Madera residential and commercial collections and processing below 1,000 feet. We also operate the Fairmead landfill, Mammoth Materials Recovery Facility and North Fork Transfer Station.

Scope of service: Servicing 13,000 residential and commercial customers making up the below billings

-  2% Roll-off service, we bill monthly in arrears, an estimated 295 sites
-  25% Front load service, we bill monthly in advance, an estimated 3,299 sites
-  73% Sideload service, we bill the beginning of each quarter, to an estimated 9,582 sites

Mammoth Materials Recovery Facility 20-40 tons per day

Fairmead landfill 900 tons per day

Contact Information: Matt Treber, matthew.treber@maderacounty.com, (559) 675-7811

County of Fresno: Caglia has been operating in the County since 1971 and has been the non-exclusive franchise collector since 2006.

Services provided: Residential and commercial collection and processing

Scope of service: Servicing an estimated 3500 sites (commercial and residential) and make up the below billings:

-  32% Roll-off service, we bill monthly in arrears, an estimated 1,134 sites
-  16% Front load service, we bill monthly in advance, an estimated 545 site
-  52% Sideload service, in which we have the below billings, making up an estimated 1,821 sites
 - 201 sites are centrally billed, monthly in arrears
 - 1,620 sites are billed quarterly in arrears

Contact Information: Ahmad Alkhayyat, Ahmad.Alkhayyat@fresno.gov, (559) 621-1801

Sample Customer Billings

Below is a sample billing for Caglia's Affiliate company, Industrial Waste & Salvage. Our invoices for the City of Clovis will have a similar look and feel and can be updated upon request with the City's input.



Industrial Waste & Salvage

P.O. BOX 446
FRESNO, CA 93709
Phone: (559) 233-1158
Fax: (559) 441-4140

CUSTOMER NO	XXXXXX
INVOICE DATE	10/1/2024
INVOICE NO	XXXXXXXXXX
CUSTOMER PO	
DUE DATE	10/31/2024

BALANCE FWD	\$194.78
PAYMENTS	\$-194.78
CREDITS	\$0.00
CHARGES	\$187.91
BALANCE DUE	\$187.91

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$ 187.91	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 187.91

ACH IS NOW AVAILABLE PLEASE VISIT OUR WEBSITE, CAGLIAENVIRONMENTAL.COM OR CALL OUR OFFICE FOR MORE INFORMATION.

PLEASE NOTE – PAYMENTS MADE BY CREDIT CARD WILL INCUR A CONVENIENCE FEE OF 3.5% ** BE SURE TO INCLUDE YOUR PAYMENT STUB OR THE CUSTOMER NUMBER WITH YOUR PAYMENT TO ENSURE PROPER PROCESSING**

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
------	----------	-----------	-------------	--------

New Charges

Site XXXXXX-XXXX - NAME - ADDRESS

10/01/2024 - 12/31/2024	1.00	Weekly	96 GALLON GREEN WASTE SERVICE	\$0.00
10/01/2024 - 12/31/2024	1.00	Weekly	96 GALLON RECYCLING SERVICE	\$0.00
10/01/2024 - 12/31/2024	1.00	Weekly	96 GALLON TRASH SERVICE	\$187.53
			SIMS - Recycling/Fuel Surcharge	\$0.38

Total New Charges: **\$187.91**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Industrial Waste & Salvage

P.O. BOX 446
FRESNO, CA 93709
Phone: (559) 233-1158

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
XXXXXX	10/1/2024	XXXXXXXXXX	\$ 187.91
CHECK NO		AMOUNT ENCLOSED	
		\$	

Be sure to write your customer number on your check

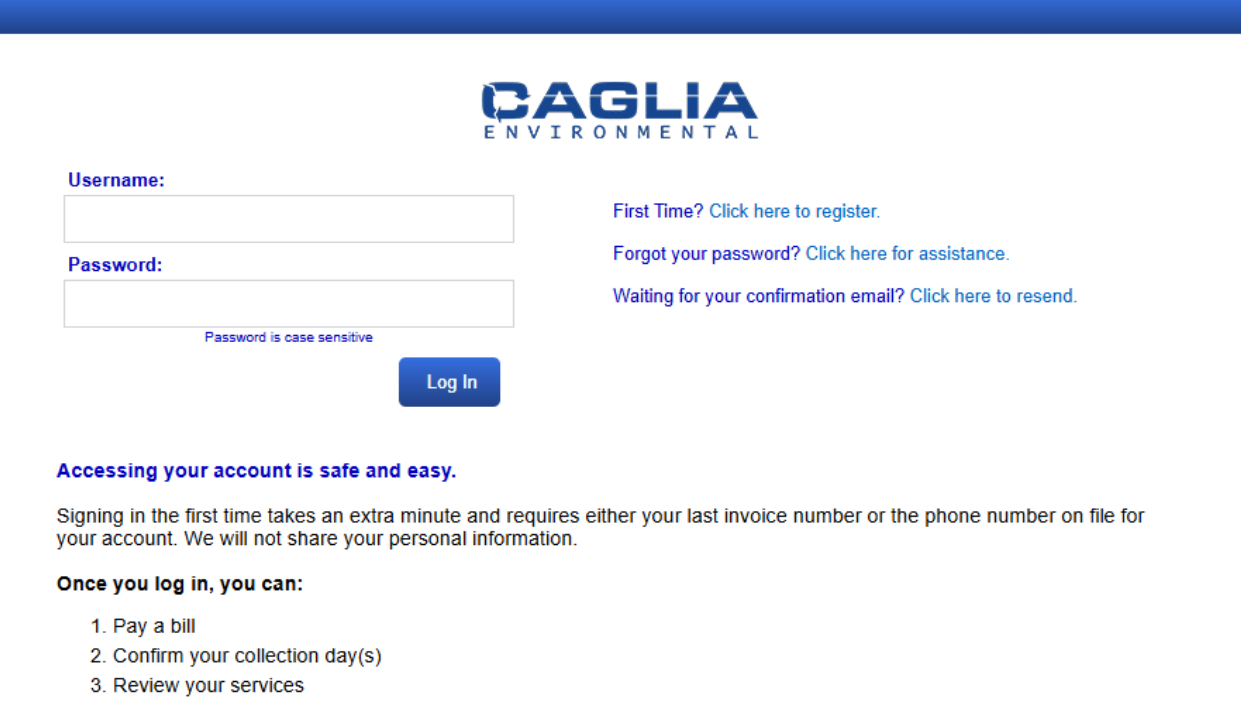
NAME
ADDRESS
FRESNO, CA XXXXX-XXX

Customer Billing Inquiries

Ensuring customers are satisfied with our services helps minimize customer complaints. Our goal is to provide superior service that is best achieved by discussing directly with customers how we may increase customer satisfaction. This proactive customer service often translates into enhanced program participation, as customers are willing and able to provide feedback. CSRs are trained to handle most customer inquiries regarding billing. If an account is grossly past due or there is an exceptionally difficult billing issue, our Controller will assist to alleviate any difficult issue or dispute.

Electronic Billing Options

By utilizing the AMCS software system, we utilize the online portal which has the ability to accept payments by electronic check or credit card. In addition, it offers an automatic payment option on a recurring basis. After the customer initially sets up their account, they can handle most tasks online that normally would be handled by the CSR Call Center. The customer will be able to pay their bills, request changes in service, schedule additional pick-ups, sign-up for paperless billing, and much more!



The screenshot shows the login interface for Caglia Environmental. At the top center is the logo "CAGLIA ENVIRONMENTAL". Below the logo are two input fields: "Username:" and "Password:". To the right of these fields are three links: "First Time? Click here to register.", "Forgot your password? Click here for assistance.", and "Waiting for your confirmation email? Click here to resend.". Below the password field is a small note "Password is case sensitive". A blue "Log In" button is positioned below the password field. At the bottom, there is a section titled "Accessing your account is safe and easy." followed by a paragraph about signing in for the first time. Below that is a section titled "Once you log in, you can:" followed by a numbered list of three items: "1. Pay a bill", "2. Confirm your collection day(s)", and "3. Review your services".

CAGLIA ENVIRONMENTAL

Username:

Password:

First Time? [Click here to register.](#)

Forgot your password? [Click here for assistance.](#)

Waiting for your confirmation email? [Click here to resend.](#)

Password is case sensitive

Log In

Accessing your account is safe and easy.

Signing in the first time takes an extra minute and requires either your last invoice number or the phone number on file for your account. We will not share your personal information.

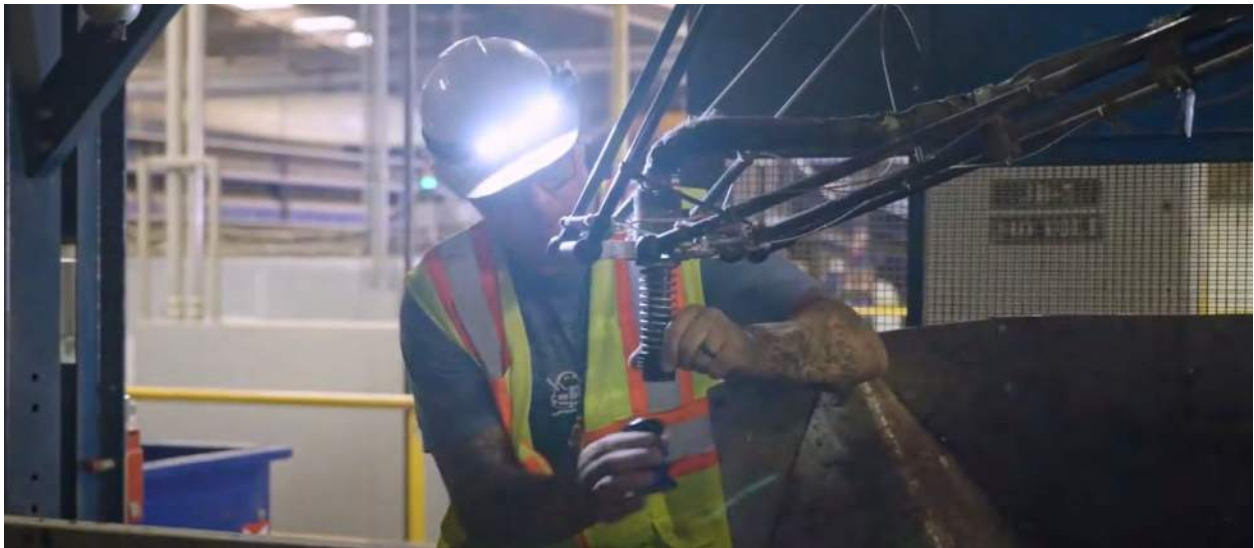
Once you log in, you can:

1. Pay a bill
2. Confirm your collection day(s)
3. Review your services

14 Corporation Yard & Maintenance Facilities



Immediately following execution of the Franchise Agreement, we will begin implementing plans for minor expansions to our existing corporation yard at the Caglia Corporate Headquarters that is located at 3457 South Cedar Avenue in Fresno. Caglia owns the property, which is home to the CARTS MRF, C&D and associated processing areas, corporate and administrative offices, maintenance facility, truck scales, and a large employee parking lot.



The following operations will be slightly expanded to accommodate our operations for the City of Clovis:

- ✓ Collection vehicle parking: new layout and striping
- ✓ Container storage/staging: allocate additional storage areas
- ✓ Employee parking: new layout and striping
- ✓ Maintenance operations: additional equipment/supplies
- ✓ Administrative operations: additional equipment/supplies

Maintenance Facility & Operations

We will use our existing maintenance facility to maintain and service all collection vehicles required for our operations in Clovis. We will ensure that our maintenance facility is clean and organized, minimizing the potential for accidents and ensuring all mechanics work in a safe environment to keep all equipment in working order. Our Maintenance Manager, Mr. Javier Camacho, will oversee all aspects of our vehicle maintenance program and maintenance personnel. We anticipate hiring two (2) maintenance mechanics for our fleet in the City of Clovis. Javier and his team conduct routine maintenance of the entire collection fleet, following all manufacturers' recommendations.

Vehicle Maintenance Program. For each piece of equipment, we maintain a maintenance schedule. In addition to tracking a complete history of the vehicle including fuel usage, repairs, parts inventory, and service functions using our 115-point truck maintenance and safety inspection checklist, depending on the service level being performed. This is done by using the maintenance software RTA that helps us



stay in compliance with local, State and Federal requirements. This software allows us to keep adequate inventory of spare parts on our shelves so we can make repairs quickly and get the equipment back in service.

Caglia's preventive maintenance program will be followed to provide for the timely identification and correction of equipment, facility, vehicle, and container problems in order to maintain a stellar safety record through stringent protocols, comprehensive training, and regular equipment maintenance.

Our rigorous preventive maintenance program for our fleet of vehicles complies

with regulatory standards and manufacturer specifications. Our goal is to keep our equipment running safely and efficiently while looking clean and new. It is a well-known fact that clean-looking vehicles are often assumed to be well maintained and thereby make a positive impression in the community.

Daily vehicle inspection reports are key to our preventive maintenance program. The driver checks fluid levels and indicates any defects or deficiencies found during the day. Drivers inspect vehicles before, during, and at the end of their day following an inspection checklist that complies with requirements of Federal Motor Carrier Safety Regulations. We are currently in the process of moving to electronic inspection reports that will enable the driver to complete the inspection on a phone or tablet which will go directly to the maintenance shop and eliminate paper inspections.

Maintenance mechanics review the report and check any items marked questionable by the driver. Mechanics then make necessary repairs before the vehicle goes back onto the route. Furthermore, each vehicle undergoes a 90-day California Department of Transportation (DOT) inspection by maintenance personnel. Maintenance personnel utilize an inspection checklist that complies with requirements of Federal Motor Carrier Safety Regulations.

In maintaining equipment, we will make all efforts to use re-refined motor oil and re-refined hydraulic fluid. Best Management Practices (BMPs) as relative to heavy-duty vehicle maintenance facilities will be standard procedure and mechanics will conduct routine inspections of the maintenance facility and any deviation from BMPs will be immediately addressed. We also utilize extended drain lubricants to reduce the amount of used oil produced.

Additionally, the telematics on our trucks allows our maintenance department to see any potential issues throughout the day as they can see items like engine lights, oil pressure, and engine temperatures along with accurately recording engine hours to keep our preventative maintenance programs current in real time and not rely on human errors.



Container Maintenance Program.

All containers that are used for collections will be maintained at our container repair shop located at our Maintenance Facility. This will include washing, welding, floor and caster replacements, lids, wheel and axle replacement, painting and replacement of decals.

We like to be proactive with containers at customer's sites. Each bin is labeled with a serial number so we can attach the bin to the customer account address. This allows us to know how long the container has been on-site and the history of any maintenance on the bin. When a driver sees a bin that may have an issue such as graffiti, damaged wheel, or broken lid, the driver will take a picture and send it to our dispatch who will then schedule it for repair either on-site or exchange the container with a new container. We want to make sure we handle the issue before the customer knows about the issue or must report it themselves.

Fire Rover Demonstration



Fire Response Plan

Our investments into advanced fire suppression systems at CARTS give us the ability to identify, report, and suppress fires before they become catastrophic. As our facility grows, we continue to seek and implement policies and procedures that keep our facility and community safe.

In our years of experience, the most likely disaster to occur at MRF is a fire. In 2022, there were at least 390 fire incidents reported at MRFs in the United States and Canada.

Our Environmental Health & Safety Team has developed a comprehensive fire response plan that included the installation of FireRover's early detection and extinguish system that includes thermal optics, multi-spectral flame detection, and advanced video analytics to precisely pinpoint and detect hotspots and fires before they escalate. **On average, FireRover sensors detect the fire an average of five minutes before a traditional fire sprinkler system.** For a timely and accurate response, the Fire Rover team verify alarms in real-time, providing a final layer of protection against false alarms and unnecessary system discharges.

We also work closely with local fire departments, nearby facilities, and our neighbors to ensure the safety of everyone involved. We routinely train our employees to secure the success of our response plan.



15 Financial & Cost Proposal

“

“Working with Caglia is a unique opportunity. Family owned and a family that cares very much about their employees. And then that cascades down to the management and then that cascades down to all of our workers.”

- Keith Hester, General Manager

redrock
environmental group
collection, recycling
and landfill management
A CAGLIA FAMILY COMPANY
339-665-7300

Toter

Cost & Rate Proposal

We understand that receiving a cost-effective proposal, that provides supreme service, for customers, is a top priority for the City of Clovis. Our cost proposal has been provided on the following pages, where the most commonly used rates are listed below:

Residential Services

96-gal Recycling Container (once/week)	\$5.58/month
96-gal Organics Container (once/week)	\$7.77/month

Revenue Share

The Draft Agreement in the RFP document states the following language regarding the revenue share:

“During the process of establishing Rates for Rate Period 2 and each successive Rate Period thereafter, the rebates to City noted above shall be adjusted, up or down, to reflect eighteen percent (18%) of the monthly average for the most recent March through February average values for Low Side of the Official Board Market (OBM) Los Angeles Index for “Mixed Paper-MP” as published by Recyclingmarkets.net.”

When applying the Draft Agreement language, the average low side of Mixed Paper is \$20.42. That calculation is $\$20.42 \times 18\% = \3.68 per ton. We feel that this is a low amount to be shared with the City of Clovis.

To stay consistent with the Draft Agreement Index, we propose using the average low side of Corrugated Containers for the same period and sharing 18% of that value with the City. As with the Mixed Paper, the chart below indicates the value for the commodity during that time period.

When using the chart below, the average low side of Corrugated Containers is \$43.75. We propose applying 18% to the \$43.75. That calculation is $\$43.75 \times 18\% = \7.88 per ton.

This is an increase to the rebate amount per ton of 114.13% versus the Draft Agreement Language and provides a greater value to the City of Clovis. History would indicate that Corrugated Container pricing is much more stable than Mixed Paper and significantly higher in value.

Below are the stated values for the above-referenced time period as published by Recyclingmarkets.net for reference.

Southwest USA

PS 54 Mixed Paper (Baled, \$/ton, f.o.b.)

Date	Regional Low Price	Regional High Price	Regional Average	National Average
29-Feb-24	40	45	42.5	56.25
9-Feb-24	40	45	42.5	56.25
31-Jan-24	45	55	50	48.44
8-Jan-24	45	55	50	48.44
30-Dec-23	35	45	40	38.44
7-Dec-23	35	45	40	38.44
30-Nov-23	30	40	35	33.44
7-Nov-23	30	40	35	33.44
31-Oct-23	30	40	35	28.75
6-Oct-23	30	40	35	28.75
30-Sep-23	20	30	25	23.13
7-Sep-23	20	30	25	23.13
31-Aug-23	10	20	15	14.06
7-Aug-23	10	20	15	14.06
31-Jul-23	8	15	11.5	13.63
7-Jul-23	8	15	11.5	13.63
30-Jun-23	8	15	11.5	13.63
7-Jun-23	8	15	11.5	13.63
31-May-23	3	10	6.5	11.13
8-May-23	3	10	6.5	11.13
29-Apr-23	8	15	11.5	8.25
7-Apr-23	8	15	11.5	8.25
31-Mar-23	8	15	11.5	4.75
7-Mar-23	8	15	11.5	4.75

Southwest USA

PS 11 Corrugated Containers (Baled, \$/ton, f.o.b.)

Date	Regional Low Price	Regional High Price	Regional Average	National Average
29-Feb-24	60	80	70	94.06
9-Feb-24	60	80	70	94.06
31-Jan-24	70	90	80	87.5
8-Jan-24	70	90	80	87.5
30-Dec-23	60	80	70	80.31
7-Dec-23	60	80	70	80.31
30-Nov-23	60	75	67.5	76.88
7-Nov-23	60	75	67.5	76.88
31-Oct-23	60	75	67.5	73.13
6-Oct-23	60	75	67.5	73.13
30-Sep-23	50	65	57.5	63.13
7-Sep-23	50	65	57.5	63.13
31-Aug-23	40	55	47.5	54.38
7-Aug-23	40	55	47.5	54.38
31-Jul-23	30	45	37.5	49.38
7-Jul-23	30	45	37.5	49.38
30-Jun-23	25	40	32.5	48.13
7-Jun-23	25	40	32.5	48.13
31-May-23	20	35	27.5	43.75
8-May-23	20	35	27.5	43.75
29-Apr-23	25	40	32.5	39.38
7-Apr-23	25	40	32.5	39.38
31-Mar-23	25	40	32.5	32.5
7-Mar-23	25	40	32.5	32.5

Added Value Enhancements

Although not represented in the City's RFP or Caglia's cost proposal, Caglia Environmental is happy to propose the following items at no additional cost to the city:

- ✓ Illegal dumping collection & diversion /disposal (up to 100 tons/year)
- ✓ Local landfill support including:
 - » Technical, Permitting, Training and Operational Consulting
 - » 250 tons a year of CalTrans Class II Base Rock or asphalt grindings for Public Works use
 - » Delivery of 250 tons/year of crushed rock or asphalt grindings to the landfill

- ✓ HHW – Training and Best Practice Consulting
- ✓ Mattress recycling for residents at our CARTS location.
- ✓ Through our “Just Porch It” partnership, residential textile pick-up and recycling.
- ✓ Clovis Resident “Dump Days” 4 times/year
- ✓ Battery and Sharps drop off at our Clovis Office for Clovis residents

Additionally, at our pass-through cost and if requested by the City, we would provide:

- ✓ Use of one of our many Hazwoper-Certified Technicians
- ✓ Local landfill support including:
 - » Additional crushed rock or asphalt grindings (beyond the free 250 tons per year), perfect for maintaining landfill roads, winter pads, or drainage outlets
 - » Labor and Machinery if the city is in need.
 - » Guaranteed Capacity for waste at CARTS in high wind conditions or other times of need.

“Sally’s Mural Fund” In honor of the late Sally Caglia—a devoted supporter of the arts in the Central Valley—presents a unique opportunity to enrich Clovis’s cultural landscape.

This initiative aims to provide resources to local artists for creating murals in businesses and community spaces, thereby enhancing the city’s aesthetic appeal and fostering community engagement.

SALLY’S MURAL FUND





November 8, 2024

City of Clovis
1033 Fifth St.
Clovis, CA 93612

RE: RFP – Recyclable and Organic Materials Collection, Processing, and marketing Services

To whom it may concern:

U.S. Bank National Association ("Bank") has provided various credit facilities to Caglia Environmental and its affiliated entities, which includes, among other things, bond financing, working capital and acquisition financing, financing of transfer stations and material recovery facilities, and term loans for equipment and various other capital. These credit facilities currently total approximately Twenty Three Million Dollars (\$23,000,000).

Analysis for these credit facilities include the viability of certain projects for automated rubbish, yard waste, recyclables, transfer stations and facilities designed to process single stream recyclables. The above credit facilities include, but are not limited to, financing for solid waste processing, materials recycling, and solid waste transfer as well as financing for solid waste collection including trucks, carts, and bins.

Caglia Environmental and its affiliated entities is a highly valued partner and considered one of the top clients in the Bank. We have reviewed the company's annual financial statements for the past ten years and understand the company's operations and industry. Caglia Environmental and its affiliated companies have met all their past financial obligations to the Bank and bondholders. We have reviewed the capital and financial requirements to fulfill the contract with the City of Clovis; based on these requirements and the company's excellent past financial performance, I am not aware of any impediments that would prevent Caglia Environmental and its affiliated companies from fulfilling any reasonable financial requirements under a contract with the City of Clovis.

Please feel free to contact me with any questions at (310) 408-2288.

Sincerely,

A handwritten signature in black ink, appearing to read "Fabio Lauro", written over a horizontal line.

Senior Vice President, Fabio Lauro

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$6,442,252.56
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$1,855,490.52
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$23,543.88
	Total Rate Revenue	\$8,321,286.96
4	Proposed Rate Period 1 Cost (without bagged organics)	\$8,321,286.96
5	Surplus/(Deficit)*	\$0.00
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

General Proposer Information		Form 1	City of Clovis Base Services
Proposer Name:		CAGLIA ENVIRONMENTAL	
Note to proposer: Input data in yellow shaded areas only.			
A. Primary Contact Information			
1	Name	Keith Hester	
2	Title	General Manager	
3	Phone	559-417-8307	
4	Fax	559-441-4140	
5	E-mail	khester@cagliarecycling.com	
B. Support Facilities			
1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	3457 S. Cedar Avenue, Fresno CA 93725	
2	Address of administrative office	3457 S. Cedar Avenue, Fresno CA 93725	
3	Address of billing office	3457 S. Cedar Avenue, Fresno CA 93725	
4	Address of customer service office	TBD in Clovis	
C. Recyclable Materials Processing and Handling			
1	Name of processing site	Cedar Avenue Recycling and Transfer Station	
2	SWIS ID	10-AA-0187	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul	
4	Name and address of transfer location (if applicable)	3457 S. Cedar Avenue, Fresno CA 93725	
D. Organic Materials Processing and Handling (co-mingled YW/FW)			
1	Name of processing site	Green Valley Recycling (Kochergen Farms)	
2	SWIS ID	10-AA-0232	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul	
4	Name and address of transfer location (if applicable)	2962 S. Cedar Avenue, Fresno CA 93725	
5	Bagged materials accepted at facility?	Paper Bags/Compostable Bags for Commercial Accounts	
E. Other Processing and Handling (Optional)*			
1	Name of processing site	Cedar Avenue Recycling and Transfer Station/ Colony Energy Partners	
2	SWIS ID	10-AA-0187	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul	
4	Name and address of transfer location (if applicable)	3457 S. Cedar Avenue, Fresno CA 93725	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics

Proposer Name:

CAGLIA ENVIRONMENTAL

Form 2

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL	Optional Services	
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other		Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/ Exchange
Account Information									
1 # of weekly accounts (customers)	36,500	35,200	624	154	36,500	600		200	3
Labor Information									
2 # of regular route personnel	7.0	6.0	2.6	0.4			16.0	0.5	0.2
3 Labor hours/day/person	11.0	11.0	11.0	11.0				4.0	4.0
4 Total labor hours/year	20,020	17,160	8,923	1,373	440	432	48,348		
Route Information									
5 # of routes per week (including weekends)	7.00	6.00	2.00	0.80	0.20	0.00	16.0	0.50	0.20
6 # of persons per route (including weekends)	1.0	1.0	1.0	1.0	2.0	0.0	6.0	1.0	1.0
7 # of route hours/day/route (including weekends)	11.0	11.0	8.0	6.0	4.0	0.0		4.0	4.0
8 # of route hours per year per:	20,020	17,160	4,160	1,248	208	0	42,796		208
9 # of FTE routes	9.63	8.25	2.00	0.60	0.10	0.00	21		0.10
10 Total # of cart setouts per day for all routes	6,300	5,000							0
11 # of cart setouts/day/FTE route	655	606							
12 # of cart setouts per week for all routes	31,500	25,000							
13 # of lifts or pulls per week for all routes			1,122	183	58	0			3
14 # of lifts or pulls per year for all routes			58,344	9,516	3,016	0			156
15 # of lifts or pulls per route hour			14.03	7.63	14.50	0.00			0.75
Vehicle Information									
16 # of regular collection vehicles	7.0	6.0	2.6	0.4	1.0	0.0	17.0		0.2
17 # of spare collection vehicles	1.0	1.0	0.0	0.0	0.0	0.0	2.0		0.0
18 Total # of collection vehicles	8.0	7.0	2.6	0.4	1.0	0.0	19.0		0.2
Tonnage Information (annual)									
19 Recyclable Materials Collected	9,381		2,192				11,573.0		0
20 Organic Materials Collected		19,789		142			19,931.0		0
21 Materials Collected from Ancillary Services					50		50.0		0
22 Other Materials Collected - Waste Oil	0	0	0	0	23	0	23.0		0
23 Other Materials Collected - Batteries & Cell Phones	0	0	0	0	6	0	6.0		0
24 Total Collected	9,381	19,789	2,192	142	79	0	31,583.0		0
25 Processing residue disposed	2,627	989	614	36	0	0	4,266.0		
26 Net Diverted	6,754	18,800	1,578	106	79	0	27,317.0		0
Overall Diversion Rate							86.5%		

Form 3

Proposed Labor Requirements

Proposer Name:

CAGLIA ENVIRONMENTAL

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	7.0	0.5	7.5	\$25.00	\$14.00
Cart Organic Materials	6.0	0.5	6.5	\$25.00	\$14.00
Bin Recyclable Materials	2.6		2.6	\$25.00	\$14.00
Bin Organic Materials	0.4		0.4	\$25.00	\$14.00
Scout Service			0.0		
Ancillary Services			0.0		
Commercial Container Cleaning/Exchange			0.0		
Other (Specify)			0.0		
Other (Specify)			0.0		
Other (Specify)			0.0		
Subtotal Route Personnel	16.0	1.0	17.0		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)	Ownership	0.25	\$100.00	\$14.00	Cost not burdened to Clovis contract
General Manager	General Manager	0.25	\$80.00	\$14.00	Cost not burdened to Clovis contract
Operations Manager	Operations Manager	0.25	\$45.00	\$14.00	Cost not burdened to Clovis contract
Service Liaison	Director of Collections Operations	0.25	\$60.00	\$14.00	Cost not burdened to Clovis contract
Municipal Relations Manager	Municipal Relations Manager	0.25	\$60.00	\$14.00	Cost not burdened to Clovis contract
Government Liaison	General Manager	0.25	\$80.00	\$14.00	Cost not burdened to Clovis contract
Route Supervisor	Route Supervisor	1.00	\$41.00	\$14.00	
Dispatcher					
Container Distribution	Container Distribution	0.50	\$25.00	\$11.00	
Container Maintenance/Welder					
Maintenance Supervisor					
Maintenance Personnel	Maintenance Technician	2.00	\$33.00	\$14.00	
Controller	Controller	0.20	\$70.00	\$14.00	Cost not burdened to Clovis contract
Safety Specialist					
Staff Accountant	Staff Accountant	0.20	\$35.00	\$14.00	Cost not burdened to Clovis contract

Form 3

Office Manager					
Human Resources	Human Resources	0.10	\$60.00	\$14.00	Cost not burdened to Clovis contract
Accounting Clerk					
Billings Clerk	Billing Clerk	0.10	\$24.00	\$11.00	Cost not burdened to Clovis contract
Accounts Receivable Clerk					
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor	Customer Service Supervisor	0.20	\$35.00	\$11.00	Cost not burdened to Clovis contract
Customer Service Representatives	Customer Service Representatives	2.00	\$24.00	\$11.00	
Sales Coordinator					
Recycling Manager	Marketing and Outreach Manager	0.20	\$50.00	\$11.00	Cost not burdened to Clovis contract
Diversion Coordinator(s) (up to 1 FTE equivalent)	Diversion Coordinator	1.00	\$32.00	\$11.00	
Other (specify): Recycling Ranger		1.00	\$22.00	\$5.00	Part time job that makes up 1 FTE
Other (specify): _____					
Subtotal Other Personnel	N/A	10.00			
	Total All Personnel	27.00			

Form 4

Summary of Proposed Costs

Proposer Name:

CAGLIA ENVIRONMENTAL

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Ancillary Services
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	
Cost of Operations					
Labor-Related Costs	\$1,191,783	\$1,032,878	\$413,151	\$63,562	\$18,000
Vehicle-Related Costs	\$481,686	\$421,739	\$157,974	\$26,091	\$12,000
Fuel Costs	\$220,182	\$192,409	\$72,209	\$11,109	\$2,000
Other Costs	\$67,295	\$57,783	\$28,439	\$4,664	\$1,650
Direct Depreciation	\$417,191	\$356,051	\$204,991	\$38,901	\$4,750
Total Allocated Costs - G&A and Vehicle	\$26,000	\$13,000	\$13,000	\$13,000	\$5,000
Total Cost of Operations	\$2,404,137	\$2,073,860	\$889,764	\$157,327	\$43,400
Profit	(\$595,336)	\$728,560	\$443,586	(\$88,013)	(\$66,353)
Pass-Through Costs					
Recyclable Material Processing Costs	\$422,145		\$98,640		\$0
Organic Material Processing Costs (without bags)		\$702,497		\$5,041	\$2,000
Other Processing Costs	\$0	\$0	\$0	\$0	\$0
Disposal Costs (Residue)	\$0	\$0	\$0	\$0	\$18,200
Interest Expense	\$241,773	\$206,340	\$118,797	\$22,544	\$2,753
Total Pass-Through Costs	\$663,918	\$908,837	\$217,437	\$27,585	\$22,953
Total Costs before City Fees	\$2,472,719	\$3,711,257	\$1,550,787	\$96,899	\$0
Recyclable Material Revenue Sharing					
Rebate Per Ton (1)	\$17.01		\$17.01		
Estimated Tonnage to be Collected	9,381.00		2,192.00		
AB 939/SB 1383 Fee					
5% of Gross Commercial Receipts					
Public Education and Outreach					
Minimum \$200,000 Annually					
Total Proposed Costs (organics without bags)	---	---	---	---	
Additional Organic Material Processing Costs (with bags, if applicable) *\$14.50 per ton		\$ 286,935		\$ 2,059	
Total Proposed Costs (organics with bags) (2)					

- (1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to
(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Form 4

Summary of Proposed Costs

Proposer Name:

CAGLIA E

Note to proposer: Input data in yellow shaded areas only

RATE PERIOD 1 August 1, 2025 - July 31, 2026	ther		Optional Services	
	Other	TOTAL	Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/ Exchange
Cost of Operations				
Labor-Related Costs	\$1,000	\$2,720,374		\$7,500
Vehicle-Related Costs	\$0	\$1,099,490		
Fuel Costs	\$2,000	\$499,909		\$2,500
Other Costs	\$20,500	\$180,331		
Direct Depreciation	\$0	\$1,021,884	\$8,244	
Total Allocated Costs - G&A and Vehicle	\$0	\$70,000		
Total Cost of Operations	\$23,500	\$5,591,988	\$8,244	\$10,000
Profit	(\$23,500)	\$398,944		
Pass-Through Costs				
Recyclable Material Processing Costs	\$0	\$520,785		
Organic Material Processing Costs (without bags)	\$0	\$709,538		
Other Processing Costs	\$0	\$0		
Disposal Costs (Residue)	\$0	\$18,200		
Interest Expense	\$0	\$592,207	\$4,778	
Total Pass-Through Costs	\$0	\$1,840,730	\$4,778	\$0
Total Costs before City Fees	\$0	\$7,831,662	\$13,022	\$10,000
Recyclable Material Revenue Sharing				
Rebate Per Ton (1)				
Estimated Tonnage to be Collected		\$196,857		
AB 939/SB 1383 Fee				
5% of Gross Commercial Receipts		\$92,768		
Public Education and Outreach				
Minimum \$200,000 Annually		\$200,000		
Total Proposed Costs (organics without bags)	---	\$8,321,287	\$13,022	\$10,000
Additional Organic Material Processing Costs (with bags, if applicable) *\$14.50 per ton		\$288,994		
Total Proposed Costs (organics with bags) (2)		\$8,610,281		

(1) Rebate per ton shown is current rebate per ton. This commencement of services.

(2) If City elects for plastic bags, rates will be adjusted pr

Page 7 of 14

Form 5

Capital Requirements

Proposer Name: CAGLIA ENVIRONMENTAL

City of Clovis Base Services

Note to proposer: Input data in yellow shaded areas only.											
	New			Quantity Used			Total			Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials	6.5		6.5		1	1	6.5	1	7.5	\$3,562,500	\$ 475,000.00
Residential Cart Organic Materials	5.5		5.5		1	1	5.5	1	6.5	\$3,037,500	\$ 467,307.69
Commercial Cart Recyclable Materials	0.5		0.5			0	0.5	0	0.5	\$262,500	\$ 525,000.00
Commercial Cart Organic Materials (Comingled YW/GW)	0.5		0.5			0	0.5	0	0.5	\$262,500	\$ 525,000.00
Commercial Bin Recyclable Materials	2.6		2.6			0	2.6	0	2.6	\$1,365,000	\$ 525,000.00
Commercial Bin Organic Materials (Comingled YW/GW)	0.4		0.4			0	0.4	0	0.4	\$210,000	\$ 525,000.00
Roll-Off			0			0	0	0	0		N/A
Subtotal	16	0	16	0	2	2	16	2	18	\$8,700,000	
Other Vehicles											
Pickup Trucks	2		2			0	2	0	2	\$100,000	\$ 50,000.00
Container Distribution	0.25		0.25			0	0.25	0	0.25	\$50,000	\$ 200,000.00
Mobile Service Truck	0.25		0.25			0	0.25	0	0.25	\$62,500	\$ 250,000.00
Scout			0			0	0	0	0	\$0	N/A
Other (specify): Rear Loader	0.25		0.25			0	0.25	0	0.25	\$37,500	\$ 150,000.00
Other (specify):			0			0	0	0	0	\$0	N/A
Subtotal	2.75	0	2.75	0	0	0	2.75	0	2.75	\$250,000	
							Total Vehicle Cost		\$8,950,000		
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	2628	100	2728			0	2628	100	2728	\$188,232	\$ 69.00
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	2855	100	2955			0	2855	100	2955	\$203,895	\$ 69.00
Organic Materials Reduced Volume 64 gallons (Commercial Customers)(1)	8		8			0	8	0	8	\$512	\$ 64.00
Organic Materials Reduced Volume 48 gallons (Commercial Customers)(1)	8		8			0	8	0	8	\$480	\$ 60.00
Subtotal	5499	200	5699	0	0	0	5499	200	5699	\$393,119	
Bins											
1 cubic yard	182		182			0	182	0	182	\$140,686	\$ 773.00
1.5 cubic yards	23		23			0	23	0	23	\$18,906	\$ 822.00
2 cubic yards	163		163			0	163	0	163	\$144,418	\$ 886.00
3 cubic yards	225		225			0	225	0	225	\$224,550	\$ 998.00
4 cubic yards	172		172			0	172	0	172	\$202,788	\$ 1,179.00
5 cubic yards	0		0			0	0	0	0	\$0	N/A
6 cubic yards	13		13			0	13	0	13	\$21,320	\$ 1,640.00
Subtotal	778	0	778	0	0	0	778	0	778	\$752,668	
Other											
Multi-Family Kitchen Caddies	10305		10305			0	10305		10305	\$82,440	\$ 8.00
Other (specify): Multi-Family Move-In Kits	10305		10305			0	10305	0	10305	\$103,050	\$ 10.00
Subtotal	20610	0	20610	0	0	0	20610	0	20610	\$185,490	
							Total Container Cost (excluding kitchen caddies)		\$1,248,837		

Form 5			
Other	Description		
Offices			N/A
Processing Site(s)			N/A
Transfer Station			N/A
Corporation Yard/Maintenance			N/A
Container Storage Yard			N/A
Shop Equipment			N/A
Fueling Equipment			N/A
Computer and Office Equipment	Office Furniture, Computers, Monitors, Printer, Phones, etc....	\$10,000	N/A
Other (specify): Waste Oil Receiving Tank	Waste Oil Receiving Tank + Installation	\$10,000	N/A
Other (specify): _____			N/A
Total Capital Cost		Total Other Cost	\$20,000
			\$10,218,837

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City will charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$5.58	36,500	\$2,444,040
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$7.77	35,200	\$3,282,048
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$4.88	5	\$293
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$6.87	5	\$412
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$5,726,793

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$2.92	6,754	\$236,660
Organic Materials	1 pick-up/week	\$5.67	\$6.95	5,741	\$478,799
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$715,460

Form 7

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service

Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1	NA	\$23.23	100	\$27,876
		2	NA	\$46.46	5	\$2,788
		3	NA	\$69.70	3	\$2,509
		4	NA	\$92.93		\$0
		5	NA	\$116.16		\$0
		6	NA	\$139.39		\$0
		Sunday	NA	\$162.62		\$0
Recyclable Materials	1 cubic yard Bin	1	\$38.72	\$46.46	48	\$26,761
		2	\$77.44	\$92.93	5	\$5,576
		3	\$116.16	\$139.39		\$0
		4	\$154.88	\$185.86		\$0
		5	\$193.60	\$232.32		\$0
		6	\$232.32	\$278.78		\$0
		Sunday		\$325.25		\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$58.08	\$69.70	13	\$10,873
		2	\$116.16	\$139.39	3	\$5,018
		3	\$174.24	\$209.09	1	\$2,509
		4	\$232.32	\$278.78		\$0
		5	\$290.40	\$348.48		\$0
		6	\$348.48	\$418.18		\$0
		Sunday		\$487.90		\$0
Recyclable Materials	2 cubic yard Bin	1	\$77.44	\$92.93	63	\$70,255
		2	\$154.88	\$185.86	16	\$35,685
		3	\$232.32	\$278.78	9	\$30,108
		4	\$309.76	\$371.71	1	\$4,461
		5	\$387.20	\$464.64	1	\$5,576
		6	\$464.64	\$557.57		\$0
		Sunday		\$650.51		\$0

Form 7

Recyclable Materials	3 cubic yard Bin	1	\$116.16	\$139.39	71	\$118,760
		2	\$232.32	\$278.78	56	\$187,340
		3	\$348.48	\$418.18	29	\$145,527
		4	\$464.64	\$557.57	15	\$100,363
		5	\$580.80	\$696.96	4	\$33,454
		6	\$696.96	\$836.35	6	\$60,217
		Sunday		\$975.73		\$0
Recyclable Materials	4 cubic yard Bin	1	\$154.88	\$185.86	50	\$111,516
		2	\$309.76	\$371.71	41	\$182,881
		3	\$464.64	\$557.57	29	\$194,034
		4	\$619.52	\$743.42	7	\$62,447
		5	\$774.40	\$929.28	3	\$33,454
		6	\$929.28	\$1,115.14	13	\$173,962
		Sunday		\$1,301.02		\$0
Recyclable Materials	5 cubic yard Bin	1	\$193.60	\$232.32		\$0
		2	\$387.20	\$464.64		\$0
		3	\$580.80	\$696.96		\$0
		4	\$774.40	\$929.28		\$0
		5	\$968.00	\$1,161.60		\$0
		6	\$1,161.60	\$1,393.92		\$0
		Sunday		\$1,626.24		\$0
Recyclable Materials	6 cubic yard Bin	1	\$232.32	\$278.78	8	\$26,763
		2	\$464.64	\$557.57	3	\$20,073
		3	\$696.96	\$836.35	2	\$20,072
		4	\$929.28	\$1,115.14		\$0
		5	\$1,161.60	\$1,393.92		\$0
		6	\$1,393.92	\$1,672.70		\$0
Estimated Recycling Bin Revenue for Rate Period One						\$1,700,858

Form 7

Rates for Regularly Scheduled Organics Cart & Bin Service						
Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	64-gal Cart	1	NA	\$21.23	50	\$12,738
		2	NA	\$42.46		\$0
		3	NA	\$63.70		\$0
		4	NA	\$84.93		\$0
		5	NA	\$106.16		\$0
		6	NA	\$127.39		\$0
Organic Materials	96-gal Cart	1	NA	\$23.23	100	\$27,876
		2	NA	\$46.46	5	\$2,788
		3	NA	\$69.70	3	\$2,509
		4	NA	\$92.93		\$0
		5	NA	\$116.16		\$0
		6	NA	\$139.39		\$0
		Sunday	NA	\$162.62		\$0
Organic Materials	1 cubic yard Bin	1	\$46.46	\$46.46	97	\$54,079
		2	\$92.93	\$92.93	3	\$3,345
		3	\$139.39	\$139.39	5	\$8,363
		4	\$185.86	\$185.86		\$0
		5	\$232.32	\$232.32		\$0
		6	\$278.78	\$278.78		\$0
		Sunday		\$325.25		\$0
Organic Materials	1.5 cubic yard Bin	1	\$69.70	\$69.70	2	\$1,673
		2	\$139.39	\$139.39		\$0
		3	\$209.09	\$209.09		\$0
		4	\$278.78	\$278.78		\$0
		5	\$348.48	\$348.48		\$0
		6	\$418.18	\$418.18		\$0
		Sunday		\$487.90		\$0
Organic Materials	2 cubic yard Bin	1	\$92.93	\$92.93	15	\$16,727
		2	\$185.86	\$185.86	2	\$4,461
		3	\$278.78	\$278.78	1	\$3,345
		4	\$371.71	\$371.71		\$0
		5	\$464.64	\$464.64	2	\$11,151
		6	\$557.57	\$557.57		\$0
		Sunday		\$650.51		\$0
Organic Materials	3 cubic yard Bin	1	\$139.39	\$139.39	2	\$3,345
		2	\$278.78	\$278.78		\$0
		3	\$418.18	\$418.18		\$0
		4	\$557.57	\$557.57		\$0
		5	\$696.96	\$696.96		\$0
		6	\$836.35	\$836.35		\$0
		Sunday		\$975.73		\$0
Organic Materials	4 cubic yard Bin	1	\$185.86	\$185.86	1	\$2,230
		2	\$371.71	\$371.71		\$0
		3	\$557.57	\$557.57		\$0
		4	\$743.42	\$743.42		\$0

Page 13 of 14

Form 7

		5	\$929.28	\$929.28		\$0
		6	\$1,115.14	\$1,115.14		\$0
		Sunday		\$1,301.02		\$0
Organic Materials	5 cubic yard Bin	1	\$232.32	\$232.32		\$0
		2	\$464.64	\$464.64		\$0
		3	\$696.96	\$696.96		\$0
		4	\$929.28	\$929.28		\$0
		5	\$1,161.60	\$1,161.60		\$0
		6	\$1,393.92	\$1,393.92		\$0
		Sunday		\$1,626.24		\$0
Organic Materials	6 cubic yard Bin	1	\$278.78	\$278.78		\$0
		2	\$557.57	\$557.57		\$0
		3	\$836.35	\$836.35		\$0
		4	\$1,115.14	\$1,115.14		\$0
		5	\$1,393.92	\$1,393.92		\$0
		6	\$1,672.70	\$1,672.70		\$0
Estimated Organics Bin Revenue for Rate Period One						\$154,632
Rates for Miscellaneous Services (Per Occurrence)						
Rate Period One August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$11.62	5	\$697
	1 cubic yard container	Per-Occurrence Rate		\$23.23	5	\$1,394
	1.5 cubic yard container	Per-Occurrence Rate		\$34.85	5	\$2,091
	2 cubic yard container	Per-Occurrence Rate		\$46.46	5	\$2,788
	3 cubic yard container	Per-Occurrence Rate		\$69.69	5	\$4,181
	4 cubic yard container	Per-Occurrence Rate		\$92.92	5	\$5,575
	5 cubic yard container	Per-Occurrence Rate		\$116.15	0	\$0
	6 cubic yard container	Per-Occurrence Rate		\$139.38	3	\$5,018
Container Exchange/Clean in excess of 1 per year	1-6 cubic yards	Per-Occurrence Rate		\$75.00	0	\$0
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate		\$50.00	2	\$1,200
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate		\$10.00	5	\$600
Estimated Miscellaneous Service Revenue for Rate Period One						\$23,544

16 Exceptions to Agreement



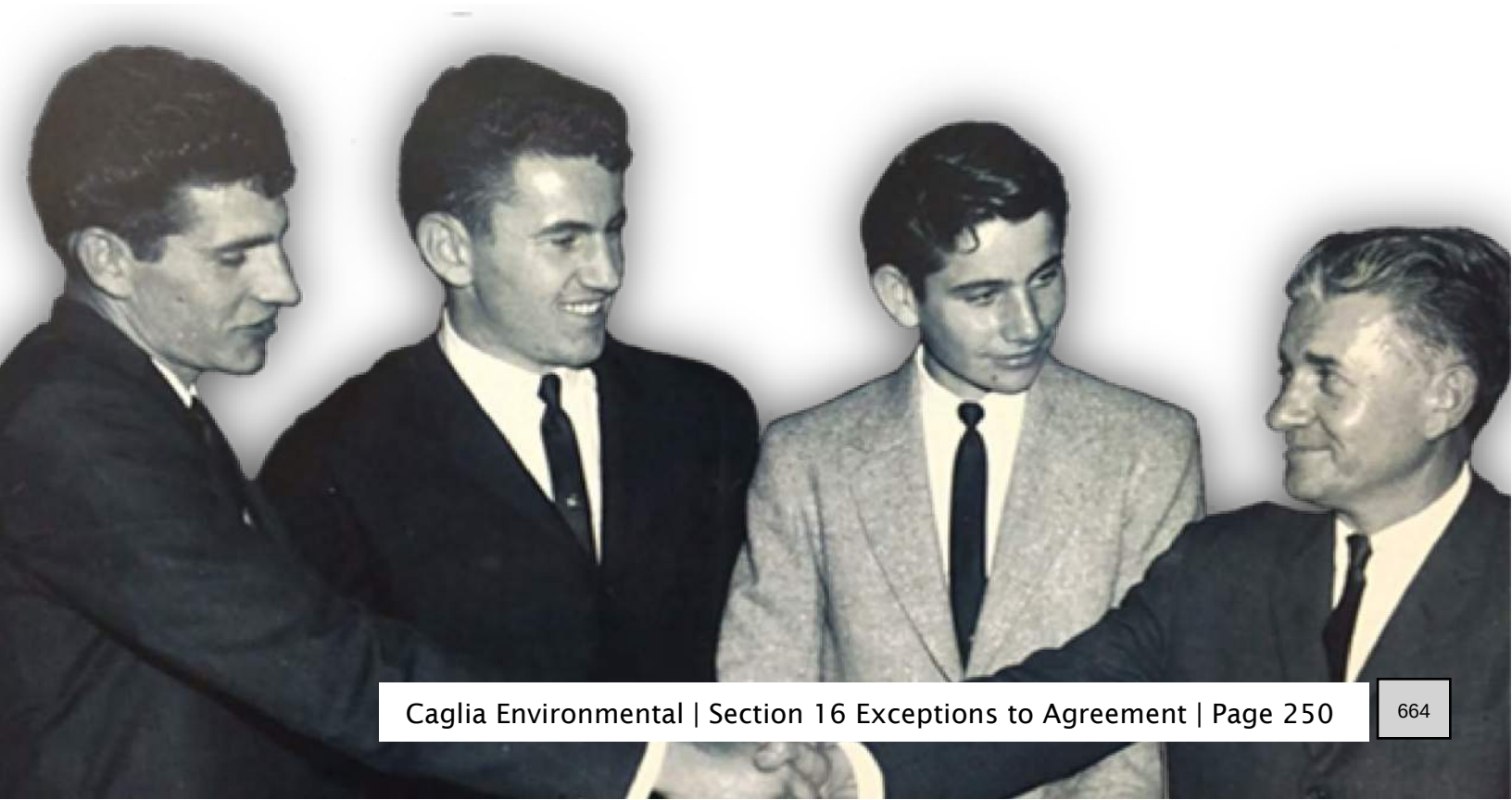
Caglia looks forward to a long-standing partnership with the City that is built upon mutual understanding of expectations, transparency and a commitment to providing the best services to the customers of the City of Clovis.

We believe that our agreement with the City of Clovis is built on expectations of mutual success for both the City and Caglia. We have thoroughly reviewed the Agreement and believe it sets a foundation for a strong and long-lasting partnership with the City.

Caglia takes no exceptions to the proposed Franchise Agreement.



Our commitment to Clovis is multi-generational. We look forward to carrying on Luis' legacy. Caglia has proudly served the Central Valley since 1939 and is committed to preserving and protecting our communities and the environment.



17 Proposal Forms

Secretary's Certificate

The Secretary's Certificate is provided and documents that our designated representative (Mr. Richard Caglia) is authorized to bind the company.

Anti-Collusion Affidavit

The Anti-Collusion Affidavit is included and signed by Mr. Richard Caglia.

Iran Contracting Act Certification

The Iran Contracting Act Certification is included and signed by Mr. Richard Caglia.

Workers Compensation Certification

The Workers Compensation Certification is included and signed by Mr. Richard Caglia.

Drug Free Workplace Certification

The Drug Free Workplace Certification is included and signed by Mr. Richard Caglia.

ATTACHMENT E SECRETARY'S CERTIFICATE

PROPOSAL FOR RECYCLABLE MATERIAL AND ORGANIC MATERIAL COLLECTION, PROCESSING, AND MARKETING SERVICES FOR THE CITY OF CLOVIS

I, Richelle Caglia (Name of Secretary), certify that I am the secretary
of the corporation named herein; that Richard Caglia (Name of Person Signing Proposal) who signed this
Proposal on behalf of the corporation, was then Owner (Title of Person Signing Proposal) of
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true
and correct copy of the Caglia Record of Meeting - Authorization (Name of Corporate Document).

By: Richelle Caglia (Signature)
Name: Richelle Caglia (Printed Name)
Title: Secretary
Date: 11/15/24

Record of Meeting
CAGLIA DIVERSIFIED MANAGEMENT

Date: October 1, 2012
Location: Electric Motor Shop
253 Fulton Street
Fresno CA 93721

Members Present: R. M. Caglia, V. J. Caglia

1. Authorization

By action of Caglia Diversified Management, the General Partner of CARTS & Red Rock Environmental, we authorize Richard Caglia to be an authorized agent of the companies, to enter into contracts in the name of and on behalf of the companies, in the ordinary course of its business.


R. M. Caglia, Manager


V. J. Caglia, Manager

ATTACHMENT C ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the Owner of Caglia Environmental the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed.

Executed under penalty of perjury on this 14th day of November 2024 at Fresno, California.

SIGNED Richard M. Caglia

BY [Signature]

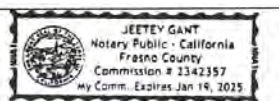
Name of Proposer

TITLE Owner

Subscribed and sworn to before me this 14 day of November 2024

at Fresno, California.

Notary Public [Signature]



My Commission expires:

1/19/2025

ATTACHMENT G IRAN CONTRACTING ACT CERTIFICATION

COMPANY'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

Caglia Environmental LLC (Company Name)
By: Rich M. Ceska (Signature)
Name: Richard M. Ceska (Printed Name)
Title: owner
Date: 11/14/24

ATTACHMENT H WORKERS' COMPENSATION CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 ([LAB§3700](#)), in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Caglia Environmental LLC
Company Name of Contractor

Richard M. Caglia
Name and Title of Authorized Person

RM Caglia
Authorized Signature

11/14/24
Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

ATTACHMENT I DRUG FREE WORKPLACE CERTIFICATION

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Caglia Environmental LLC
Company Name of Contractor

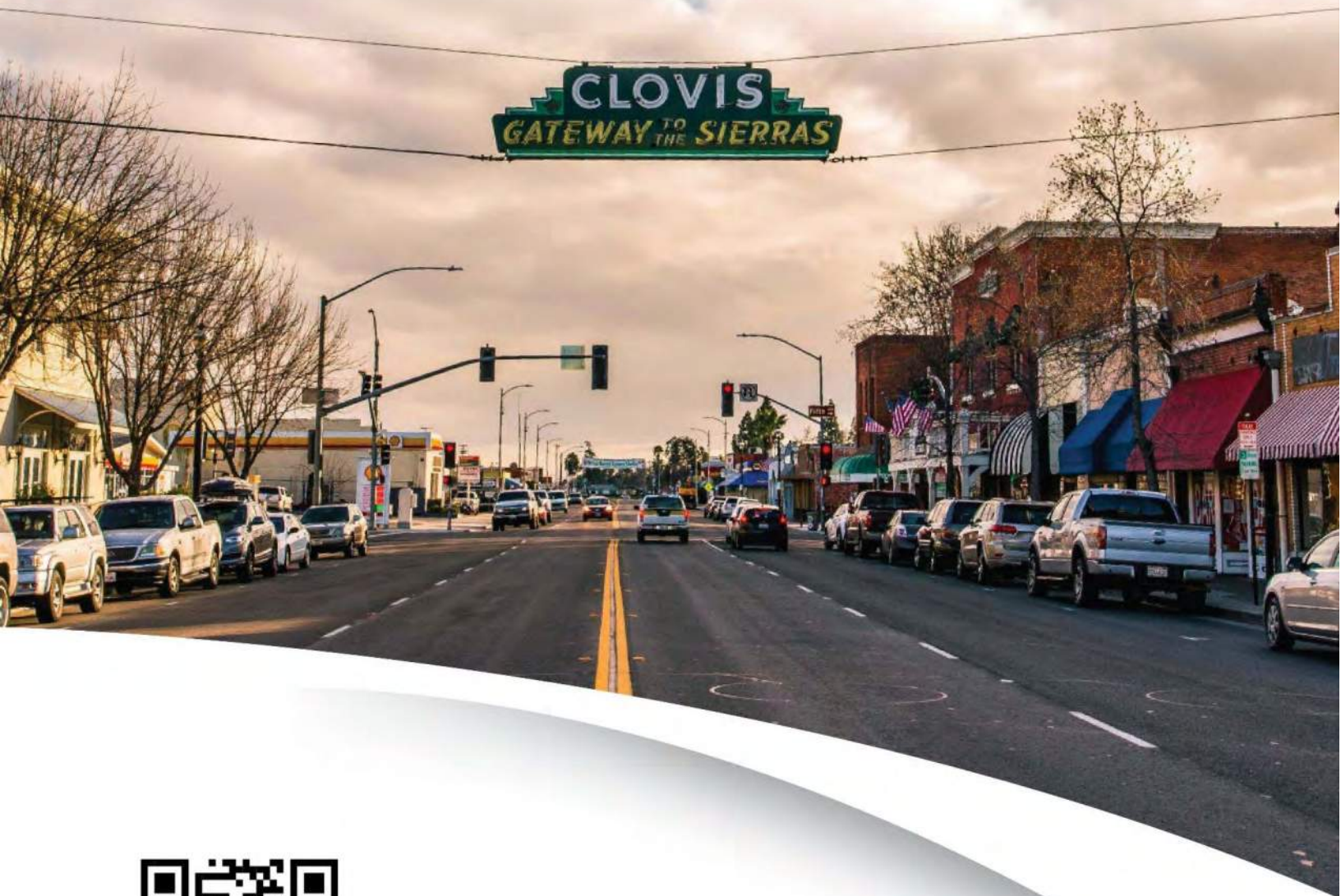
Richard M. Capbia
Name and Title of Authorized Person

Paul Capbia 11/14/21
Authorized Signature Date of Signature

CAGLIA

ENVIRONMENTAL

COLLECTION • RECYCLING • TRANSFER • COMPOSTING



(559) 233-1158

3457 S Cedar Ave,
Fresno, CA 93725

www.cagliaenvironmental.com

Appendix A. Signed Addenda

CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing PROJECT NO. PUD 24-15

ADDENDUM NO. 1

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 1 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Information:

See the RFI's below, these questions were received in the Pre-Proposal Meeting held on October 23, 2024.

Q1. Can the City provide service level data for commercial accounts (customer address, name, and container size/service frequency).

A1. Refer to PlanetBids for Commercial Account lists and Customer Trash Bin Locations list.

Note:

Commercial Customer Account Lists is a list of commercial and multifamily accounts with the noted type and frequency of service. The RECCEN Code: 1 – 96 gal 1x/week under recycling column is the code for Centralized recycling, in which the carts currently are provide by the City. These services are pilot programs that may need bin service. The City is expecting the Contractor to recommend and implement the proper service based on the generators needs.

Commercial Customer Trash Bin Location is a list of the latitude and longitude of each trash bin for the Commercial Customers.

Q2. In the labor tab of the financial cost forms, are part-time staff acceptable?

A2. Part-time staff is acceptable, and it's expected for some positions.

The RFI below was received via email.

Q.3 Can the City email copies of any handouts or presentations that were provided at the pre-proposal meeting.

A3. Refer to PlanetBids for the pre-proposal meeting presentation.

CITY OF CLOVIS, PUD 24-15
REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND
MARKETING

ADDENDUM NO. 1



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 10/24/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 1. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date 11/14/24

END OF ADDENDUM NO. 1

CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing PROJECT NO. PUD 24-15

ADDENDUM NO. 2

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 2 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

1. Proposal Due Date

The proposal due date has been postponed for one week. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:

Proposal Due Date and Submittal: All proposals must be received by 2:00 p.m. on November 20, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

Attached to this document are revisions to the following Sections:
Section 1.4 RFP Schedule
Section 4.4 Proposal Submittal Process



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date



PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 2. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date



END OF ADDENDUM NO. 2

CITY OF CLOVIS, CALIFORNIA

**Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15**

ADDENDUM NO. 3

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 3 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Information:

See the RFI's table attached to this addendum. These questions were received via email.



Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/14/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 3. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date 11/15/24

END OF ADDENDUM NO. 3

CITY OF CLOVIS, CALIFORNIA
Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15

ADDENDUM NO. 4

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

1. Proposal Due Date

The proposal due date has been postponed for two days. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:

Proposal Due Date and Submittal: All proposals must be received by 2:00 p.m. on November 22, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

Attached to this document are revisions to the following Sections:
Section 1.4 RFP Schedule
Section 4.4.4 Step Four – Proposal Submittal

2. Financial Forms

Revised **Attachment B Financial Forms – Revision 3** are available on PlanetBids in the Addenda/Emails tab.

Errors were corrected from the previous forms. Proposer may make minor changes to the forms should it be necessary per their proposal.

CITY OF CLOVIS, PUD 24-15
REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND
MARKETING

ADDENDUM NO. 4


for Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 4. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.


CONTRACTOR SIGNATURE

Date 11/15/24

END OF ADDENDUM NO. 4

CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials
Collection, Processing, and Marketing
PROJECT NO. PUD 24-15

ADDENDUM NO. 5

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

1. Financial Forms
- Revised **Attachment B Financial Forms – Revision 4** are available on PlanetBids in the Addenda/Emails tab.
- A) Revision to Tab 4 Cost Summary, cell K36 (AB 939/SB 1383 fee calculation)
- B) Addition of the 1.5 CY bins to the Tab 7 Bin Rates.

Proposer may make minor changes to the forms should it be necessary per their proposal.


for Scott Redelfs
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 5. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.


CONTRACTOR SIGNATURE

Date 11/15/24

END OF ADDENDUM NO. 5

Appendix B. Support letters



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

November 12, 2024

City of Clovis
1033 Fifth St.
Clovis, CA 93612

To Whom It May Concern:

SUBJECT: Caglia Environmental Letter of Recommendation

I would like to take this opportunity to offer a formal recommendation for Caglia Environmental. On August 30, 2005, the County of Fresno Board of Supervisors executed fourteen Exclusive Service Area Provider (ESAP) agreements for solid waste, recycling, and organic waste collection services in the various urban, rural, and mountain communities throughout unincorporated Fresno County.

Caglia Environmental, through its hauling division Industrial Waste and Salvage (IWS), serves as one of those haulers and has developed their program in conformance to the ESAP agreement and has implemented the ESAP required education and outreach programs for the community at large, targeting schools, community groups, leaders, and businesses. Caglia Environmental leads by example, and their enthusiasm and dedication to growing their business, while ensuring that each resident understands and participates in maintaining a secure and healthy community, are both inspiring and motivating. Caglia Environmental continues to serve its communities through establishing ongoing relationships with residents and businesses, County staff, and state regulators to meet compliance with State of California waste diversion requirements.

My team and I have worked with Caglia Environmental for the last seven years and feel that they are a deserving candidate for consideration to provide solid waste, recycling, and organic waste collection and processing services for your community.

Should you have any questions, please contact me at damann@fresnocountyca.gov, or by phone at 559-600-4309.

Sincerely,

Dan Amann

Digitally signed by Dan
Amann
Date: 2024.11.12
13:54:45 -08'00'

Dan Amann, Resources Division Manager
Department of Public Works and Planning

RESOURCES DIVISION
2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552
The County of Fresno is an Equal Employment Opportunity Employer



November 6, 2024

To whom it may concern:

Caglia Environmental is a member in good standing of the Clovis Chamber of Commerce since April 2019. They are an enthusiastic participant and supporter of the Clovis Chamber and our events and programs. Caglia Environmental and its senior management have served, and continue to serve, on our board of directors, our 501c(3) foundation board and our Chamber Ambassador program. Caglia Environmental is identified as a Clovis Chamber "Premier Partner" and has sponsored and financially supported our Salute to Business Awards Luncheon, the Clovis Leadership Summit, Big Hat Days and ClovisFest.

Regards,

A handwritten signature in blue ink, appearing to read "Greg Newman".

Greg Newman
President & CEO
Clovis Chamber of Commerce



November 4, 2024

City of Clovis
1033 Fifth St
Clovis, California 93612

To whom it may concern,

This letter is to serve as a formal recommendation for the Caglia family collection and recycling businesses. I am certain that they will service the City of Clovis exceptionally well as they are an excellent service provider.

In Madera County, Caglia Environmental successfully transitioned nearly 10,000 customers with virtually minimal service interruption and **without any route or customer information**. Today Caglia Environmental services over 13,000 customers within Madera County.

Madera County is looking forward to working with them in the future as diversion requirements continue to evolve. Madera County can count on the innovative and cutting-edge technologies utilized by Caglia Environmental to meet the upcoming challenges.

I will also attest that since Caglia Environmental has taken over the service in Madera County, our constituent complaints regarding solid waste services have been essentially eliminated.

The Caglia family team is more than ready, willing, and able to provide the City of Clovis with any and all of their collection and processing needs.

Sincerely,

Matthew Treber
Chief of Development Services

Office of Development Services
200 West Fourth Street • Madera, CA 93637 • 559.675.7821 • MadCoServices.com • maderacounty.com





Del Rey
“Where Raisin is King”

DEL REY COMMUNITY SERVICES DISTRICT

LETTER OF RECOMMENDATION

November 8, 2024

RE: Caglia Environmental

To Whom It May Concern:

Del Rey Community Services District has been with Caglia Environmental since 1997. Caglia Environmental has steadily met the needs and serviced the growing needs of the District.

Caglia Environmental is punctual and consistent on their days of waste/salvage pick up. If we need a delivery and/or pick up on waste containers, Caglia Environmental is prompt to take care of the request(s).

Caglia Environmental is periodically reviewing our monthly invoices in making sure that the District is appropriately credited as changes in service occur within the District.

Caglia Environmental's prices/fees are competitive with the surrounding areas, but their service is priceless. They partner with the Del Rey Community Services District on our community events each year: National Night Out, Thanksgiving Day Dinner and our annual Christmas Parade.

I would highly recommend Caglia Environmental to service the needs of your City, District, or as an individual needing service at their home(s).

Sincerely,

Carlos Arias
District Manager
Del Rey Community Services District

10649 E. Morro Ave. Post Office Box 186 Del Rey, California 93616-0186
Phone: (559)888-2272 Fax: (559)888-1010 E-mail: drcsd@pacbell.net



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

November 4, 2024

Attention: Business Owner

Subject: Letter of Recommendation

To whom it may concern,

It is my pleasure to recommend IWS and the Caglia family as your support and trusted source for all your waste and sanitation needs. As a Special District and Special Community, we have nothing but great things to say about IWS and the Caglia name. We have been working with them for over 20 years and have a strong working relationship.

The team at IWS is communicative, responsible, trustworthy, delivers a quality program and has taken such good care of our Industrial and residential needs. We have 250 residents and 120 businesses in our district. IWS supports all of our users. From roll offs to residential and neighborhood cleanups, we couldn't find a better business to work with. Thank you to the Caglia family and to all of the people of IWS.

If you have any further questions about the business of IWS please feel free to reach out to myself.

Regards,

Charles Garabedian, Jr.
Board President of the Malaga County Water District
(559) 485-7353

Website: www.malagacwd.org



3845 N. CLARK STREET, SUITE 101, FRESNO, CA 93726 PH. 559.485.1416 FAX 559.485.9109
INFO@FRESNOMETMIN.ORG WWW.FRESNOMETMIN.ORG

November 7, 2024

City of Clovis

RE: Letter of Support for Caglia Environmental

To Whom It May Concern:

On behalf of Fresno Metro Ministry, I am pleased to write this letter of support for Caglia Environmental and encourage the City of Clovis to select Caglia Environmental as the City's recycling collection service of choice.

Fresno Metro Ministry is a 54-year-old community-benefit nonprofit organization with a mission of "Learning, connecting and engaging to achieve healthy people and healthy places." We seek to address the social, economic, health, and safety issues experienced by children and families that remain in our neglected and disinvested neighborhoods by increasing access to and consumption of healthy food, improving the quality of the built and physical environment, and increasing the overall health and economic opportunities for underserved communities.

Metro has worked closely for the past ten years with Caglia Environmental on food waste prevention and recovery programs for the benefit of the community as part of Metro's Food to Share program. We have found all leaders and staff at Caglia to not only be exceptional professionals and actually competently and consistently do what they say they will do but also caring community members who demonstrate a strong commitment to improving the opportunities and health of underserved and disadvantaged community members.

I offer my strong support for Caglia Environmental as a service provider to the City of Clovis. Please contact me with any questions at nora@fresnometmin.org or 559-485-1416.

Sincerely,

Nora Chandara
Grants & Program Development Director



516 Villa Ave., Suite 9
Clovis, CA 93612
559.298.5509
info@smallofficesuites.com

November 4th, 2024

As a long time business owner and developer in the City of Clovis, I would with the greatest of enthusiasm support the engagement of Caglia Environmental.

I have known both the owner and general manager for many years. Both have a strong commitment enhanced with great personal and business integrity to the communities they service.

Caglia Environmental has been a major contributor and community partner to Clovis and surrounding cities. Some of the many local organizations supported by the Caglia Family;

- Clovis Chamber Premier Partner Sponsorship
- Clovis Rotary Crab Feed Sponsor
- Business Organization of Old Town (B.O.O.T.) Sponsor
- Community Hospital Events Sponsor
- Food to Share Sponsor
- Hinds Hospice Sponsor
- Marjorie Mason Center Sponsor

Along with supporting worthy organizations financially, General Manager Keith Hester, his wife Trish and many of Caglia employees and owners attend and are engaged in the local organizations.

Keith Hester served on the Clovis Chamber Board of Directors for eight years, serving as the Chair and Past chair. Current Chair of the Clovis Chamber, Corey Stone is a key manager in the Caglia organization.

Richard Caglia was chosen by the Clovis Chamber of Commerce to be the Business Person of the Year, and will be honored by the Chamber's annual Salute to Business Luncheon in January of 2025.

Keith and his wife Trish are Clovis residents and are vocal proponents of the "Clovis Way of Life".

Sincerely,

Sam Lucido

PS. If you have any questions, please feel free to give me a call at 559-917-1259 Cell

Appendix C. Financial Statements

All documents contained in this Appendix are CONFIDENTIAL.



3457 S Cedar Avenue, Fresno, CA 93725
559-233-1158
www.cagliaenvironmental.com

November 14, 2024

Dear Review Committee,

This statement confirms that there have been no material changes regarding the audited and reviewed financial statements dated December 31, 2023 and submitted with this proposal for the City of Clovis Request for Proposals for Recyclable and Organic Materials Collection, Processing and Marketing.

If you have any questions or concerns, please contact me, Derek Larsen, Chief Financial Officer at Caglia Environmental, at your earliest convenience.

A handwritten signature in black ink, appearing to read "Derek Larsen", is written over a light blue horizontal line.

Derek Larsen
Chief Financial Officer



3457 S Cedar Avenue, Fresno, CA 93725
559-233-1158
www.cagliaenvironmental.com

November 14, 2024

Dear Review Committee,

This statement confirms that there have been no material changes regarding the audited and reviewed financial statements dated December 31, 2023 and submitted with this proposal for the City of Clovis Request for Proposals for Recyclable and Organic Materials Collection, Processing and Marketing.

If you have any questions or concerns, please contact me, Derek Larsen, Chief Financial Officer at Caglia Environmental, at your earliest convenience.

A handwritten signature in black ink, appearing to read "Derek Larsen", is written over a horizontal line.

Derek Larsen
Chief Financial Officer

Appendix D. Performance Measures Table

Caglia has no issues with the Performance Standards & Liquidated Damages provided in Exhibit F of the Franchise Agreement. Below are our performance metrics and tracking mechanisms for ensuring excellent customer service. All customer missed pick-up complaints are tracked in AMCS as standard procedure.

SERVICE QUALITY & RELIABILITY		
Non-Performance Event	Tracking Mechanism(s)	Management Measures
Missed Collections	AMCS system to report.	- Drivers are trained to track no setouts and other reasons for issuing NCNs. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Correct Missed Collections	AMCS system to report.	- Use of progressive discipline upon discovery of no collection if driver was directed to go back. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Return Empty Container	Internal incident tracking and reporting. AMCS system to report.	- Use of progressive employee discipline, as necessary. - Field observations and discussion topic at safety meetings. 3rd Eye Camera documents collection activity.
Failure to Replace Used Oil Recovery Kit	Internal incident tracking and reporting. AMCS system to report.	- Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary. 3rd Eye Camera documents collection activity.
Failure to Clean Up Spillage	Internal incident tracking and reporting. AMCS system to report.	- Standard procedure is to clean up spilled materials as soon as they are noticed or reported. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary. 3rd Eye Camera documents collection activity.

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Damage to Property	GPS & AMCS systems and field observations.	- Use of GPS and AMCS systems. - Supervisor in field each day performing quality of service observations. - Safety meetings discussion topic and reminders. - Use of progressive employee discipline, as necessary.
Damage to Public Streets	GPS & AMCS systems and field observations.	- Use of GPS and AMCS systems. - Supervisor in field each day performing quality of service observations. - Safety meetings discussion topic and reminders. - Use of progressive employee discipline, as necessary.
Failure to Maintain Equipment	Maintenance Software and Internal Tracking.	- Use of vehicle condition reports required daily for identifying vehicle deficiencies. - Supervisor is responsible for ensuring reported equipment deficiencies are corrected. - All maintenance is conducted according to DOT regulations, manufacturers recommended intervals, and other compliance deadlines to ensure all equipment is properly maintained.
Failure to Comply with Container Standards	Daily Supervision	Supervisors are responsible for ensuring containers comply with labeling and are the correct colors based on material stream.
Unlicensed Vehicle Operator	Employee hiring and Employee "pull notice" program.	- HR manager oversees employee hiring and verifies driver eligibility during probationary period. - Enrolled in driver "pull notice program" to ensure employees maintain valid commercial licenses. - Discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Display Contractor's Name	Field observations and new equipment procurement.	- Operations Manager will ensure all vehicles and containers have Caglia name and logo as ordered upon delivery. - All customer concerns and complaints are tracked in AMCS as standard procedure. - Field observations by supervisors to confirm compliance.
Failure to Wear Uniform	Field observations and AMCS system to report.	- Driver preparedness inspected during clock-in procedure. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline - Operations Manager will ensure employees wear uniforms. - GM Intervention: Zero Tolerance Policy for Unacceptable Employee Behavior.

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Discourteous Behavior	AMCS system to report. Personnel file notation to report (privacy laws abided by).	- Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary. - GM Intervention: Zero Tolerance Policy for Unacceptable Employee Behavior.
Failure to Complete Route	AMCS system to report. Field observations by Route Supervisor.	- Standard procedure is to complete all routes each day. - Supervisor is responsible for confirming all assigned work is completed daily, confirmed via field observations and dispatch review process. - Use of progressive employee discipline, as necessary.
Overweight Vehicles	Scale Tickets	- Supervisor reviews daily route paperwork and monitors route performance and productivity, including load weights. - Use of progressive employee discipline, as necessary.
Uncovered Loads	Field Observations and AMCS system to report.	- Service standards provided in all driver route books. - Field observations by supervisors and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Cure in Timely Manner	AMCS system to report.	- Management reports from AMCS to confirm compliance. - GM responsible for monitoring performance.
Failure to Perform Other Requirements		GM responsible for monitoring performance.

Provision of Commercial Container Service

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Failure to provide Recyclable Material and Organic Materials Collection services to every customer	AMCS system to report. Reporting and Meeting with City during Transition Activities	- GM responsible for monitoring performance and compliance. - Regular meetings and reporting during Transition Activities. - Management reports from AMCS to confirm compliance.

Customer Service

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Failure to Commence Service and/or Provide Move-In Kits	AMCS system to report.	- Use of AMCS system; work orders must be closed out by response time indicated in Franchise Agreement. - Drivers are trained on specifics of services and requirements of Franchise Agreement. - Driver paperwork check-in procedure at the end of each route. - Use of progressive employee discipline, as necessary.
Failure to Exchange Container	AMCS system to report.	- Service standards provided in all driver route books. - AMCS tracking system for container delivery and timeline. - Drivers trained on proper procedures of exchanging containers. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Replace Container	AMCS system to report.	- Service standards provided in all driver route books. - AMCS tracking system for container replacement and timeline. - Drivers are trained on proper procedure for reporting damaged/defaced containers and on the proper procedures for replacing them. - Field observations and discussion topic at safety meetings. - Use of progressive employee discipline, as necessary.
Failure to Resolve Complaint	AMCS system to report.	- GM responsible for monitoring performance and compliance. - Supervisor is responsible for follow-up actions.
Failure to Answer Phones	Ring Central system to Report.	- Use of Ring Central telephone software system. - CSR Manager responsible for monitoring performance and compliance. - Use of progressive discipline upon discovery of continuous incidents of customer waiting longer than specified in the Agreement. - Discussion topic at staff meetings. - Our full staff of CSR ability for call overflow to go to our other site so they can be helped
Failure to Maintain Office Hours	AMCS system to report(s) of customer calling and ability to access office staff..	- Use of progressive employee discipline, as necessary. - Controller responsible for ensuring proper staffing in the clovis branch during normal operating hours.

Provision of Inaccurate Information	Reports to City.	▪ Use of progressive employee discipline, as necessary. ▪ GM and Controller responsible for monitoring performance and compliance. ▪ CSR Manager provides training for staff and each CSR is equipped with Quick Fact Sheets to address FAQs. ▪ CSR Manager is always available to help answer CSR questions.
Unauthorized Hours of Operation	Integrated time clock information to approved report format.	▪ Route Supervisor is present at start times. ▪ Event tracking to record start time. ▪ Use of progressive employee discipline, as necessary.
Failure to Conduct Route Audits and Contamination Monitoring	AMCS system to report(s).	▪ GM and Controller responsible for monitoring performance and compliance. ▪ Each truck is equipped with a camera on the hopper to document collection and contamination.
Failure to Issue Contamination Notices	AMCS system to report(s).	▪ GM responsible for monitoring performance and compliance. ▪ Drivers trained on requirements of the Franchise Agreement. ▪ Discussion topic at safety meetings.

DIVERSION

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Failure to Perform Education & Outreach Activities	AMCS system to report all Public Education and Outreach activities.	▪ Reporting requirements allow performance monitoring.
Failure to Provide Targeted Technical Assistance	AMCS system to report all Technical Assistance activities.	▪ Reporting requirements allow performance monitoring.
Failure of Diversion Coordinator to Specifically Perform	AMCS system to report all Technical Assistance activities.	▪ Reporting requirements allow performance monitoring.

FACILITIES

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Delivery to Non-Approved Facility	AMCS system report(s) and field observations.	- Drivers trained on approved facilities and requirements of the Franchise Agreement. - Field observations by Supervisor and daily review of route paperwork for compliance. - Use of progressive employee discipline, as necessary.
Disposal of Targeted Diversion Materials	AMCS system to report and field observations.	- Drivers trained on targeted diversion materials and requirements of the Franchise Agreement. - Field observations by Supervisor and discussion topic at safety meetings. - route and ticketing software specifies material type for driver so loads are transported to the proper processing facility - Use of progressive employee discipline, as necessary.
Mixing Materials During Collection	AMCS system to report and field observations.	- Drivers trained on not mixing materials during collection and requirements of the Franchise Agreement. - Field observations and unloading at processing site observations by Supervisor/GM. - Discussion topic at safety meetings. - Use of progressive employee discipline, as necessary
Failure to Provide Adequate Capacity	Monthly report review.	GM responsible for monitoring performance and compliance.
Failure to Conduct Route Audits and Contamination Monitoring	AMCS system to report route audits.	- GM responsible for monitoring performance and compliance. - Route Supervisor to oversee route audits and contamination monitoring. - Discussion topic at safety meetings.
Failure to Issue Contamination Notices	AMCS system to reports.	- GM responsible for monitoring performance and compliance. - Drivers trained on requirements of the Franchise Agreement. - Discussion topic at safety meetings.

REPORTING & RECORDS

Non-Performance Event	Tracking Mechanism(s)	Management Measures
Late Report		
Failure to Maintain or Provide Access to Records		
Misleading / Inaccurate Reporting	Internal tracking and monthly meetings with department Supervisors to ensure all components of the report are accurate and timely.	- Company-wide compliance calendar with important dates and reminders. - Training on specific reporting requirements of the Franchise Agreement. - Discussion topic at monthly meetings. - GM and Controller responsible for monitoring compliance.
Failure to Correct Submittal of Inaccurate Data in a Timely Manner		
Failure to Maintain and/or Provide Access to Information Systems		

Appendix E. Outreach Materials



HOUSEHOLD HAZARDOUS WASTE DISPOSAL FACILITY

FREE TO MADERA COUNTY RESIDENTS

LOCATED AT THE FAIRMEAD LANDFILL: 21739 ROAD 19, CHOWCHILLA, CA 93610

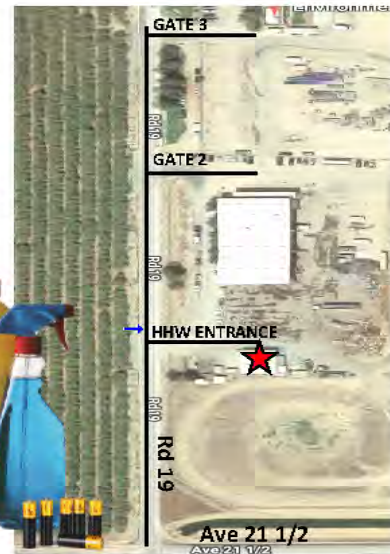
GARAGE	HOUSE
MOTOR OIL • OIL FILTERS • ANTI-FREEZE • BRAKE FLUID • GREASE BATTERIES • FLUORESCENT LAMPS MERCURY CONTAINING ITEMS	AMMONIA BASED CLEANERS DRAIN CLEANERS • DEODORIZERS BLEACH PRODUCTS • SPOT REMOVERS • FURNITURE POLISH POOL CHEMICALS
GARDEN	MEDICAL MATERIALS
INSECT SPRAY • WEED KILLERS POOL CHEMICALS • HERBICIDES PESTICIDES	HOUSEHOLD NEEDLES • LANCETS & SYRINGES • EXPIRED MEDICATIONS
ELECTRONICS	WORKSHOP
CAMERAS • COMPUTERS • CELL PHONES • TABLETS • LAPTOPS	WOOD PRESERVATIVES SOLVENTS • OIL BASED PAINTS LATEX PAINTS • PAINT THINNER

QUANTITIES LIMITED TO 15 GAL. OF LIQUIDS OR 125 LBS. OF SOLIDS PER TRIP.
BUSINESSES MUST MAKE AN APPOINTMENT.

**NOT ACCEPTED: MEDICAL WASTE, RADIOACTIVE MATERIAL, AMMUNITION, AND
LARGE COMPRESSED GAS CYLINDERS**

**OPEN EVERY
SATURDAY
9 AM - 1 PM**

*EXCLUDING MAJOR HOLIDAYS



FOR MORE INFO: CALL (559) 665-7300



INSTALACIONES PARA DISPONER DE DESPERDICIOS PELIGROSO DEL HOGAR

GRATIS PARA LOS RESIDENTES DEL CONDADO DE MADERA

Ubicado en el vertedero de Fairmead: 21739 Road 19, Chowchilla, CA 93610

COCHERA	CASA
ACEITE DE MOTOR • FILTROS DE ACEITE • ANTICONGELANTE • LÍQUIDO DE FRENOS • GRASA • BATERÍAS • LÁMPARAS FLUORESCENTES • ARTÍCULOS QUE CONTENGAN MERCURIO	LIMPIADORES AMONIACOS • LIMPIADORES PARA DRENAJE • DESODORANTES • PRODUCTOS CON CLORO • QUITAMANCHAS • LIMPIAMUEBLES • PRODUCTOS QUÍMICOS PARA PISCINAS
JARDIN	MATERIALES MÉDICOS
INSECTICIDAS • HERBICIDAS • PRODUCTOS QUÍMICOS PARA PISCINAS • PESTICIDAS	AGUJAS DEL HOGAR • LANCETAS Y JERINGAS • MEDICAMENTOS YA VENCIDOS
ELÉCTRONICOS	TALLER
CÁMARAS • COMPUTADORAS • TELÉFONOS CELULARES • TABLETS • COMPUTADORAS PORTÁTILES	PRESERVANTES DE MADERA • SOLVENTES • PINTURAS A BASE DE PETRÓLEO • PINTURAS AL LÁTEX • DISOLVENTES DE PINTURAS

**LAS CANTIDADES ESTÁN LIMITADAS A 15 GALONES DE LÍQUIDOS O 125 LIBRAS DE
SÓLIDOS POR CADA VIAJE. LOS NEGOCIOS TIENEN QUE HACER UNA CITA.**

**NO SE ACEPTAN: DESPERDICIOS MÉDICOS, MATERIAL RADIOACTIVO, MUNICIONES,
NI CILINDROS GRANDES DE GAS LICUADO**

**ABIERTO CADA
SÁBADO DE
9 AM - 1 PM**

***SE EXCLUYEN DÍAS FERIADOS**



PARA MÁS INFORMACIÓN: LLAME AL (559) 665-7300



THINK BEFORE YOU THROW.



Fires spark when you put batteries, hot ash/coals, pool chemicals, or other hazardous waste in your curbside containers.



More information about
hazardous waste & proper disposal
www.CagliaEnvironmental.com

APPLICATION REQUIREMENTS

**REDROCK
ENVIRONMENTAL SUSTAINABILITY
SCHOLARSHIP**

DEADLINE: MARCH 24, 2023

\$1,000 AWARD: CRITERIA FOR CONSIDERATION

- SENIOR IN HIGH SCHOOL WITH A GPA OF 3.0 OR BETTER
- STUDENTS PLAN ON MAJORING IN ENVIRONMENTAL SCIENCES, ENVIRONMENTAL STUDIES, SUSTAINABILITY STUDIES, OR ENGINEERING.

REQUIREMENTS

- LHS GENERAL APPLICATION
- CAGLIA ENVIRONMENTAL APPLICATION
- PROOF OF GPA
- 2 LETTERS OF RECOMMENDATION
- A SHORT ESSAY (LIMIT 500 WORDS) ON ENVIRONMENTAL RELATED TOPICS SUCH AS SOLID WASTE, RECYCLING, LANDFILLS, SUSTAINABILITY, ETC.



APPLICATION

STUDENT INFORMATION				
FIRST NAME:		LAST NAME:		DATE OF BIRTH:
ADDRESS:		CITY/STATE:		ZIP:
CURRENT HIGH SCHOOL:				PHONE:
EMAIL ADDRESS:				
ACT SCORE:		SAT SCORE:		GPA:
3 PRIMARY COLLEGES YOU HAVE APPLIED TO:				
1.				
2.				
3.				
ARE YOU RECEIVING OTHER FINANCIAL AID OR SUPPORT FOR THE UPCOMING ACADEMIC YEAR?				
NO	☐	YES	☐	EXPLAIN:
HAVE YOU APPLIED FOR OTHER SCHOLARSHIPS?				
NO	☐	YES	☐	EXPLAIN:
LIST ANY ACADEMIC HONORS, AWARDS, AND MEMBERSHIP ACTIVITIES WHILE IN HIGH SCHOOL:				
WHAT IS YOUR INTENDED MAJOR?				
BRIEFLY DESCRIBE YOUR EDUCATIONAL AND FUTURE CAREER GOALS:				
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION GIVEN ON THIS APPLICATION IS TRUE, CORRECT, AND COMPLETE. I UNDERSTAND THAT FALSE OR MISLEADING INFORMATION MAY LEAD TO DISQUALIFICATION.				
PRINT NAME		SIGNATURE		DATE



The Importance of Recycling Glass: Making a Sustainable Difference

Recycling glass is crucial for business. Here's why it matters: Recycling glass helps conserve natural resources. Glass is made from sand, and by recycling it, we can reduce the need for extracting more sand from beaches and rivers. This protects our beautiful landscapes and preserves them for future generations.

Secondly, recycling glass saves energy. Creating new glass from scratch requires a significant amount of heat and energy. However, recycling glass uses less energy, making it a more sustainable option. By recycling, businesses can reduce their energy consumption and lower production costs, benefiting their overall operations.

Thirdly, recycling glass reduces waste. When glass is thrown away, it takes up valuable space in landfills, which can harm the environment. By recycling, businesses can help reduce the amount of waste and minimize the strain on landfills, leading to a cleaner and healthier environment.

Lastly, recycling glass promotes a circular economy and job creation. By recycling glass, businesses contribute to a sustainable cycle where glass is collected, processed, and made into new products. This industry creates job opportunities, stimulates the local economy, and supports a greener future.

In summary, recycling glass is of utmost importance for businesses. It conserves natural resources, saves energy, reduces waste, and contributes to job creation. By embracing glass recycling, businesses

in California can play an active role in building a more sustainable and prosperous future for all.

CA BUSINESS INFORMATION:

The Fresno County Environmental Compliance Center (ECC) accepts many hazardous materials including yard chemicals, pool chemicals, cleaning chemicals, automotive fluids, and chemicals, and many more. The Facility is located at 1327 W. Dan Ronquillo Dr, Fresno, CA 93706, and is open on most Fridays and Saturdays from 9:00 a.m. to 3:00 p.m. The Facility also accepts materials from qualifying small businesses by appointment only. Small business customers only pay the cost of disposal. For more information, please visit the County's website at www.cleanup-fresnocounty.com, or contact the Resources Division at (559) 600-4259. Small business customers can make appointment by contacting 1-877-235-3005.

Assembly Bill 341 (AB341), also known as the Mandatory Commercial Recycling (MCR) law, became effective July 1, 2012. AB341 requires businesses and multi-family units such as apartments who generate four (4) cubic yards or more of waste per week to have a recycling program in place. IWS can assist you with becoming compliant with AB341!

Assembly Bill 1826 (AB1826), also known as the Mandatory Organics Recycling (MORE) law, became effective April 1, 2016. AB1826 currently requires businesses and multi-family units such as apartments who generate two (2) cubic yards or more of waste per week to have an organics recycling program in place. IWS can assist you with becoming compliant with AB1826!

HOLIDAYS DURING THIS QUARTER

INDEPENDENCE DAY | TUE, JULY 4, 2023
LABOR DAY | MON, SEPTEMBER 4, 2023

ONLY BUSINESS OFFICES ARE CLOSED FOR THESE HOLIDAYS. WE WILL RUN REGULAR COLLECTION ROUTES.

SIMPLIFY YOUR TRASH, RECYCLING, & FOOD WASTE MANAGEMENT

- ✓ CONTROLS ODORS
- ✓ SAVES VALUABLE SPACE
- ✓ REDUCES OVERHEAD COSTS
- ✓ IMPROVES DIVERSION REPORTS
- ✓ FEWER HAULS MEAN MORE SUSTAINABLE SERVICE



PLANNING A CLEAN-UP PROJECT?

OUR TEAM IS PREPARED TO HELP YOU TACKLE A JOB OF ANY SIZE!



QUARTERLY FACT: The World Generates 400 Million Tons of Plastic Waste A Year, 60% of which ends up in our natural environment or landfills.

CAGLIA.COM/JOBS

Current Job Listings

Chowchilla, CA (Madera County)

- Commercial Driver
- Heavy Equipment Mechanic

Fresno, CA

- Class A Driver - Local Hauling Only
- Front Load Driver
- Heavy Equipment Mechanic Entry Level
- Recycling Support Specialist



SCAN QR FOR JOBS PAGE



FREE HAZARDOUS WASTE DROP-OFF

DATE:

Saturday, June 22
2024

TIME:

8:00 am - 12:00 pm

LOCATION:

Yosemite High
School: 50200 High
School Road,
Oakhurst, CA 93644

PROVIDED FOR MADERA
COUNTY RESIDENTS ONLY.

BUSINESSES WILL NOT BE
ACCEPTED.

IN PARTNERSHIP WITH:

✓ ACCEPTED ITEMS

- AEROSOL CANS
- AMMONIA BASED CLEANERS
- ANTIFREEZE BRAKE FLUID
- BATTERIES
- CELL PHONES
- COMPUTERS
- DEODORIZERS
- DRAIN CLEANERS
- DVD/ VCRs
- ELECTRICAL CORDS
- FLUORESCENT LIGHTS
- GASOLINE
- HERBICIDES
- HOUSEHOLD NEEDLES
- LANCETS/SYRINGES
- LATEX PAINT
- MEDICAL ELECTRONICS
- MERCURY CONTAINING ITEMS
- MOTOR OIL
- OIL BASED PAINT
- OIL FILTERS
- OVEN CLEANERS
- PESTICIDES
- PHARMACEUTICAL DRUGS
- POOL CHEMICALS
- SPOT REMOVERS
- TELEVISIONS
- WATER BASED PAINT
- WOOD PRESERVATIVES



✗ NOT ACCEPTED

- AMMUNITION
- BIO/BODILY WASTE
- LARGE COMPRESSED GAS CYLINDERS
- LARGE APPLIANCES
- RADIO-ACTIVE MATERIAL
- TRASH
- TIRES



LIMITS:

15 GAL. OF LIQUID OR
125 LBS. OF SOLIDS
PER VEHICLE - PER TRIP.
NO EXCEPTIONS.

**DUE TO HIGH TRAFFIC
VOLUMES, THIS EVENT IS
FIRST COME FIRST SERVED.
THOSE WHO ARRIVE
AFTER 12:00PM WILL NOT
BE SERVED.**

Other restrictions may apply. Call 559-665-7300 for more info.

CUSTOMER FEEDBACK

Caglia Environmental values all forms of customer feedback. Please use this form to give us your suggestions, compliments or complaints. We will use the information you provide as part of our internal process to improve or consolidate the services we provide. Where appropriate and requested, we will respond to your feedback after any necessary investigation takes place. Thank you for taking the time to tell us what you think!

SELECT A COMPANY			
	☐		☐
	☐		
TYPE OF FEEDBACK			
Suggestion	☐	Compliment	☐
		Complaint	☐
GENERAL INFORMATION			
First Name:	Last Name:		Account #:
Phone:	Address:		
Date of Occurrence:		Time of Occurrence:	
FEEDBACK TOPIC (SELECT ALL THAT APPLY)			
Customer Property	☐	Residential Service	☐
		Commercial Service	☐
Landfill	☐	Customer Service Office	☐
		Hazardous Waste Facility	☐
Roll-Off Service	☐	Other (Explain)	
DETAILS - DESCRIBE YOUR EXPERIENCE			
---OFFICE USE ONLY. DO NOT FILL BELOW THIS LINE---			
FEEDBACK RESOLUTION			
Date:	Received By:		Resolved By:



5 Ways to Repurpose Your Pumpkins:

Pumpkin season is here! During the holiday season, we tend to consume more. What should we do with all that we have left over? Here are five ideas for natural pumpkins. After the Halloween or holiday season, you can repurpose or reuse a pumpkin in various creative and eco-friendly ways:

1. Pumpkins are organic materials and can be a valuable addition to your compost pile. They'll break down over time and enrich your soil with nutrients. You can also recycle your pumpkin in your green waste container.

2. Pumpkin Puree: If your pumpkin is still in good condition, you can use it to make pumpkin puree. Simply cut the pumpkin into chunks, remove the seeds and skin, and then boil or bake the flesh until it's soft. Blend it to create homemade pumpkin puree, which you can use in recipes like pumpkin pie, muffins, or soups.

3. Roasted Pumpkin Seeds: Don't toss those pumpkin seeds! Rinse them, season them with your favorite spices (such as salt, paprika, or cinnamon), and roast them in the oven. Roasted pumpkin seeds make for a tasty and healthy snack.

4. Bird Feeder: Hollow out the pumpkin, leaving a thick wall, and fill it with birdseed. Hang it from a tree or a hook, and you'll create a natural bird feeder that can attract a variety of bird species to your yard.

5. Decorative Centerpiece: If the pumpkin is still in good shape and you want to extend its decorative life, consider using it as a centerpiece. You can place a vase of flowers or candles inside or arrange other seasonal decorations around it to create a festive display.

These are just a few ideas to help you repurpose or reuse a pumpkin after the holiday season. Get creative and think about how you can incorporate it into your cooking, gardening, or home decor projects to reduce waste and make the most of this versatile vegetable.

Want to learn more about reducing food waste? Visit our website's recycling education page or visit: cleanupfresnocounty.com

HOLIDAYS DURING THIS QUARTER

THANKSGIVING DAY | THUR, NOV 23, 2023
CHRISTMAS DAY | MON, DEC 25, 2023
NEW YEAR'S DAY | MON, JAN 1, 2024

OUR FRESNO LOCATIONS WILL BE CLOSED ON THESE HOLIDAYS. SERVICE ROUTES THAT LAND ON A HOLIDAY WILL BE DELAYED BY ONE DAY.

BELOW IS AN EXAMPLE HOLIDAY SCHEDULE

MON	TUE	WED	THUR	FRI	SAT
NO SERVICE	MON. & TUE SERVICE	NORMAL SERVICE	NORMAL SERVICE	NORMAL SERVICE	NORMAL SERVICE

ERASE FOOD WASTE

Starting September 2023, Fresno County residents and businesses must put food waste in the green bin.

No plastic bags!



By 2025, California must reduce the amount of organic waste disposed of in landfills by 75% and no less than 20% of edible food currently disposed of must be recovered for human consumption.

For more information on organics recycling in Fresno County, go to: Cleanupfresnocounty.com/residential

QUARTERLY FACT: The World Generates 400 Million Tonnes of Plastic Waste A Year, 60% of which ends up in our natural environment or landfills.

SCAN QR TO VIEW JOBS

CAGLIA.COM/JOBS



Appendix F. Environmentally Preferable Purchasing Program

Environmentally Preferable Purchasing Program

EPPP 2024



SECTION 1. INTRODUCTION

Caglia Environmental, LLC. (Caglia) has an opportunity to serve as a community model for environmental leadership by incorporating a plan of action that will conserve precious resources and reduce the use of hazardous substances, and potentially improve the environmental quality of the region. By incorporating environmental considerations in our purchasing, Caglia can reduce its burden on the local and global environment, remove unnecessary hazards from its operations, protect public health, reduce costs and liabilities, and help develop markets for environmentally responsible products. This Environmentally Preferable Purchasing Program (EPPP) will help us save on energy, water, and material resources as well as reduce long-term operating and maintenance costs.

PURPOSE

This guide is intended to be a straightforward, easy-to-use document that provides purchasers with a basic understanding of the concept and benefits of EPPP practices and offers recommended steps to enable the implementation of this comprehensive purchasing program. This document also provides instructions on how to purchase and report in order to comply with the letter and spirit of the SB 1383 regulations.



Included in this EPPP are the basics of environmentally preferable purchasing, suggested purchasing resources, and purchasing recommendations for many product groups. This guide will assist Caglia to make environmentally preferable buying decisions for their operations and can be incorporated into any additional operations. By including environmental considerations in purchasing decisions, Caglia Facilities can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible.



UNDERSTANDING THE BASICS

This guide summarizes Caglia's EPPP, which are products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services. Items are selected for attributes, such as the following:

- **Contain Recycled Materials:** items made from sustainable resources, recycled or remanufactured materials or parts
- **Minimize Waste:** minimal packaging that is recyclable or reusable (take-back provisions)
- **Conservation:** conserve energy and/or water or other natural resources
- **Prevent Pollution:** emissions, VOCs (volatile organic compounds)
- **Consist of Fewer Toxic Substances:** or reduce the amount of toxic substances disposed or consumed
- **Use Energy Alternatives to Fossil Fuel**

COMMON QUESTIONS

What is Environmentally Preferable Purchasing?

Purchasing and using of environmentally preferable products, in simple terms, means adding environmental attribute considerations to the buying decisions along with such traditional buying factors as performance, quality, service and price.

Why is it important to buy Environmentally Preferable Products?

Many forward-thinking businesses have already adopted environmental purchasing policies for traditional reasons such as:

- Recognizing market preferences and stepping up to serve customers asking for EPPPs
- Understanding that it can distinguish a business and its products from competitors
- Recognizing the opportunity to increase operating efficiency
- Joining an industry or international market trend to capture market share



- Improving compliance with environmental regulations

What are the challenges?

Caglia makes an effort to change the “business as usual” norm and work with existing suppliers (or to find new suppliers) in order to procure environmentally preferable products and services. Additionally, there may also be existing relationships between purchasers and suppliers that make it difficult to switch to alternative products.

How do you define ‘green’?

Defining what is “green” is complex and takes to learn, so this program simplifies the process. Several U.S. and international organizations and agencies have developed highly acclaimed environmental guidelines and standards. Listed by product category, you will find environmental standards and/or guidelines, which are incorporated into purchasing requirements.

How was the information gathered for this EPPP?

To relay the facts on what, how, and why implementing an EPPP is important to Caglia, we gathered information from resources like the EPA, GreenSeal, and other governmental and environmental websites. This enabled us to produce a policy that defines the scope, specifications, metrics, goals, and responsible parties to implement the program. This EPPP of products and services was compiled by reviewing Caglia’s expenditures with a breakdown of what we purchase from each vendor. Lastly, we reviewed our invoices to see what products already meet EPPP standards and which needed improvement and/or modification.

How do I use the EPPP?

Start by reviewing the basics, this will allow you to grasp the concepts of the program, therefore having a clear understanding of what to look for in the products and services used by Caglia. When ordering necessities for the office, refer to the appropriate category in the document and follow the standard operating procedure. This will provide the environmental attributes to look for in a product or service and the current vendor options.



LOOKING AHEAD AT SB 54: PLASTIC POLLUTION PREVENTION AND PACKAGING PRODUCER RESPONSIBILITY ACT

In California, most products come in packaging. Packaging waste makes up 25% of what we dump in landfills. We must reduce packaging and make sure it gets recycled to meet California's recycling and climate goals and build a circular economy.

On June 30, 2022, Governor Gavin Newsom signed SB 54 (Allen, Chapter 75, Statutes of 2022), a landmark new packaging law that requires that by 2032:

- 100% of packaging in the state must be recyclable or compostable.
- 25% of plastic packaging must be cut (source reduced).
- 65% of all single-use plastic packaging must be recycled.



25% of Plastic Packaging cut by 2032



65% of Single-Use Packaging Recycled by 2032



100% Packaging in California Recyclable by 2032

Source: <https://calrecycle.ca.gov/packaging/packaging-epr/>

How will this affect Caglia Purchasing?

The goal of SB 54 is to shift the burden of plastic pollution from the consumer to the producers. Because producers will have to ensure packaging is recyclable, this will greatly improve the purchasing options of single-use items for consumers. Caglia currently has the opportunity to purchase recycled or compostable single-use items such as service wear and cutlery for company events, packaging materials for any items that are shipped to customers, or any additional packaged items. Although it is not currently required by law, Caglia remains progressive and promotes purchasing recycled content packaging now.



SECTION 2. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

Scope: Our green purchasing policy includes office and kitchen supplies, equipment, electronics, building maintenance, and a broad range of services that we use at Caglia.

Specification: Buyers should look for supplies & services that meet one or more of the following specifications:

Attributes, Certifications & Eco-labels

Save Resources & Reduce Waste:

Recycled, Remanufactured, Responsible Forestry, Reusable, Rapidly Renewable, Bio-based/ Compost able, Refillable, Rechargeable, FSC, SFI, PEFC, SCS Recycled Content, Rainforest Alliance, Water Sense, Cradle-to-Cradle

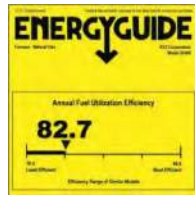
FP

CPG



Save Energy & Reduce Emissions:

Energy Efficient, Renewable Power, Carbon-balanced, Energy Star, Green-e



Use Safer Chemical & Safeguard Human Health:

Reduced Harsh Chemicals, Chlorine-free, Bio-based/ Biodegradable, USDA Organic, U.S. EPA Design for the Environment, Greengaurd, Greenseal, Ecologo, SCS Indoor Advantage, ACMI, CFPA, CRI, UL Environment





Responsible Parties: Administrative Assistants, Managers

- The “Buyer” is responsible for selecting products that meet the EPPP standards when possible while still being economically efficient. Buy in bulk whenever possible to reduce packaging and shipping impacts on the environment.
- The “Reviewer” of spending/invoices is required to verify compliance with EPPP policies. They will monitor the buyer by working together to ensure that the EPPP is followed to the greatest extent.
- Upper Management should encourage the use of environmentally responsible vendors, service providers, and relay the importance of the EPPP goals throughout the office/facility.



SECTION 3. STANDARD OPERATING PROCEDURE - BUYERS & REVIEWER

GENERAL

An EPPP provides an outline for how materials should be procured within Caglia offices. However, it is a small part of how products should be effectively used in a sustainable way. There are several behavioral habits which can reduce the impact of office operations, reduce cost of energy and materials, and help to reduce waste. Employees should be reminded to take on an environmentally friendly attitude in daily operations, which include:

- Discourage use of disposable products
- Think, then print
- Print double-sided, when applicable
- Recycle and compost everything you can
- Consolidate ordering supplies and buy environmentally sustainable products
- Power down – turn off lights and electronics

When an employee desires to purchase or re-stock materials/equipment, they should follow these steps:

1. Review EPPP for the preferred supplier of the product/services.
2. Once the supplier has been identified, make an effort to see if any other materials need to be purchased from that supplier

This can be done by:

- a. Checking the current inventory of products
- b. Emailing co-workers to ask if they require any additional products
- c. Verbally asking other co-workers if any other products are needed.

**These steps ensure that shipping and packaging can be reduced as much as possible.*



3. Products can be purchased by phone, internet or visiting the store. In each scenario, the buyer should ensure that the products being purchased meet the standards set in this EPPP (detailed by product category in this section).
 - a. If products do not meet the standards set in this EPPP, every effort should be made to purchase the most environmentally friendly products available. (Refer to Section 2 for standards).
 - b. Additionally, if other products become available which exceed the standards set in this EPPP; this EPPP should be updated as appropriate.
4. Note: Online office supply stores have made it easy to follow the specifications in the EPPP by providing environmentally friendly options for all supplies on their websites as well as tracking systems to monitor sustainable initiatives ,
5. All receipts and invoices detailing the product purchased should be delivered to accounts in a timely manner and according to the accounts protocol.
6. Accounting personnel and Upper Management may act as reviewers to ensure this EPPP is being correctly followed.
7. Once invoices and receipts are submitted for approval/payment, the reviewer should check that the products purchased were either selected in accordance with the standards set in this EPPP, are the most sustainable products available from the vendor.
8. If there is an indication that the EPPP has not been followed, the reviewer should submit a written reminder to the purchaser about the EPPP and additional training may be necessary.



SECTION 4. SB 1383 COMPLIANCE

All departments in a jurisdiction that make paper purchases will be required to purchase and keep purchase records for paper products that:

1. Contain 30% postconsumer recycled content
2. Are recyclable

Caglia's EPPP directs the company to purchase fiber that meets the minimum recycled content required under SB 1383. Caglia will also report compliance with SB 1383 in their Initial and Annual Jurisdiction Report.

Paper Procurement

SB 1383 Requirement

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).

Regulatory Text – April 20, 2020

Section 18993.3. Recycled Content Paper Procurement Requirements

(a) A jurisdiction shall procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contracts Code.

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Caglia Environmental Compliance Plan

Caglia's purchasing policy is updated to ensure that all of Caglia's paper procurement contains post-consumer recycled paper content is 30% where possible. Printer paper meets this condition for many brands.

Other fiber sources will be purchased with the maximum post-consumer content available provided costs do not exceed 150% of normal price for the same product. Furthermore, Caglia is constantly evaluating and reviewing its paper procurement choices to minimize excess packaging, such as EPS peanuts, excess shrink wrap, or other plastics.



PURCHASING GUIDELINES



Paper Supplies Requirements

- Meet EPA and Green Seal standards
- Paper products with all virgin fibers should be FSC certified
- Minimum 30% post-consumer recycled paper
- Soy-based inks when applicable
- Products must be recyclable as defined by FTC “Green Guides”



Environmental Attributes to Look For

- Post-consumer recycled content
- Processed chlorine-free
- Recyclable
- Soy-based inks



Non-Paper Office Supplies Requirements

- Minimum 10% post-consumer recycled content and/or 20% total recycled content supplies
- Remanufactured ink and toner cartridges
- Rechargeable batteries
- Refillable pens, pencils, markers
- Avoid PVC (vinyl) products



Kitchen Supplies Requirements

- Biodegradable kitchenware and soaps
- Post-consumer recycled content
- Unbleached
- Reusable





Janitorial & Maintenance Requirements

- Discuss options and best practices with janitorial service.
- Purchase or require janitorial contractors to supply industrial and institutional cleaning products that meet Green Seal or EcoLogo certification standards for environmental preferability and performance.
- Purchase, or require janitorial contractors to supply, vacuum cleaners that meet the requirements of the Carpet and Rug Institute Green Label/Seal of Approval Pro-gram for soil removal, dust containment and carpet fiber retention for indoor air quality protection and performance cleaning standards. Other janitorial cleaning equipment should be capable of capturing fine particulates, removing sufficient moisture so as to dry within 24 hours, operate with a sound level less than 70dBA, and use high-efficiency, low-emissions engines.



Environmental Attributes to Look For

- Minimizes exposure to concentrates
- No ozone depleting substances
- Recyclable packaging
- Recycled content in packaging
- Reduced bio-concentration factor
- Reduced flammability
- Reduced or no added dyes, except when added for safety purposes
- Reduced or no added fragrances
- Reduced or no skin irritants
- Reduced or no volatile organic compounds (VOCs)
- Reduced packaging





Office Equipment & Electronics Requirements

- Lease from a local supplier when available
- Energy Star Approved
- Refurbished
- Specify that desktop computers, notebooks and monitors purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria.
- Reduce the number and type of equipment needed to perform office functions to save energy and reduce purchasing and maintenance costs.
- Purchase or specify office furniture that meets the California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation (BEARHFTI) and Department of Consumer Affairs standard Technical Bulletin.



Environmental Attributes to Look For

- Reduced or no toxic constituents
- Recycled content
- Designed for recycling
- Reduced materials use
- Energy efficient
- Extended product life, upgradeable
- Reduced packaging
- Recyclable packaging
- Environmentally sound take-back and recycling options





Building Maintenance & Remodeling Requirements

- Consider Green Building practices for design, construction, and operation as described in the LEED® Rating System for all building and renovations undertaken by Caglia.
- Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde and no halogenated organic flame-retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture, and casework.
- Consider short-term and long-term costs in comparing product alternatives. Consider lifetime of product, compared to other alternatives.



Food Service Requirements

- Local
- Eco-friendly options when available



Environmental Attributes to Look For

- Biodegradable and compostable
- Energy efficient
- Recyclable
- Recycled content
- Reusable
- Water efficient





Pest Management Requirements

- Manage pest problems through prevention and physical, mechanical, and biological controls when Caglia and its contractors maintain buildings and landscapes.
- Caglia may either adopt and implement an Organic Pest Management (OPM) policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.



Landscaping Requirements

- Employ sustainable landscape management techniques for all landscape renovations, construction and maintenance performed by Caglia.
- Training and qualifications shall include landscaping locally, landscaping for less to the landfill, nurturing the soil, conserving water, conserving energy, protecting water and air quality, and creating wildlife habitat.
- Select plants to minimize waste by choosing native and drought-tolerant plants that require no or minimal watering once established are preferred.
- Hardscapes and landscape structures constructed of recycled content materials are encouraged. Permeable surfaces are encouraged.
- Create swales to assist with water run-off management. Create outreach and education programs for public about saving water via landscaping.



Appendix G. Contamination Minimization Plan



Caglia Environmental Contamination Minimization Plan City of Clovis

SB 1383 Implementation and Monitoring Plan *Applicable to Residential & Commercial Services*

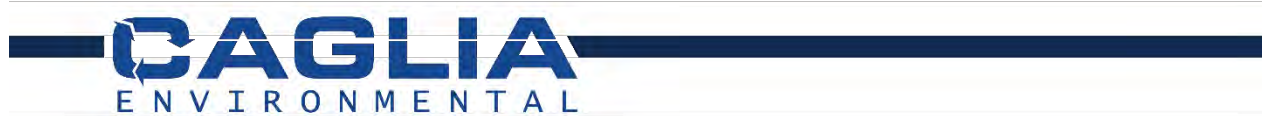
Container Contamination Minimization

Route Review

- **Overview:** Each route will undergo an annual review, with a random selection of containers inspected.
- **Coordinator Responsibilities:**
 - Conduct visual inspections, take photographs of bins/carts, document findings on the "Visual Waste Audit" form, and report violations to the city within proposed days.
 - Follow up with a "Contamination Letter" and educational flyer following each violation to inform customers.
 - Enforce a policy where bins are serviced as trash with an additional fee after three (3) contamination violations within 12 months.
 - Include findings in quarterly reports submitted to the city.

Tagging Process

- **Driver Responsibilities:**
 - Document contamination instances with a paper tag ("Contamination Notice") and photograph.



- Submit both the tag and photo to operations for record-keeping.
- **Operations Clerk Responsibilities:**
 - File a copy of the tag in the AMCS account and in a backup file.
 - Add coding notes to AMCS to ensure comprehensive reporting.
- **Coordinator Responsibilities:**
 - Follow up with "Contamination Letter" and educational flyer following each violation to inform customers.
 - Enforce a policy where bins are serviced as trash with an additional fee after three (3) contamination violations within 12 months.
 - Document trash pickups and submit organics contamination reports to the city within proposed days.
- **Attachments:**
 - Sample "Contamination Notice."
 - Sample "Contamination Letter."

Prescribed Route Review Numbers

- Follow the City of Clovis/Caglia Environmental agreement requirements for the specific number of route reviews.

Record Keeping Requirements for Container Contamination Minimization

Documentation Requirements

- **Requirements:**
 - Maintain copies of all notices issued to generators with prohibited contaminants.
 - Document the count of containers disposed of as trash due to contamination violations.
-



Waivers & Record Keeping

- **Waiver Documentation:**
 - Keep records of all waivers issued by the city, including approvals and denials.
 - Remove bins/carts from accounts with approved waivers within 5-7 business days of receiving confirmation from the city.
 - Identify generators eligible for waivers through site visits and route audits.
-

Supporting Information

- **Attachments:**
 - Example "Contamination Notice" tag.
 - Sample "Contamination Letter" for customers.
 - Educational flyer detailing correct sorting practices for each container type.



Notice of Waste Cart Contamination

Date: [INSERT DATE]

To: Valued Caglia Environmental Customer at [Customer Address]

We're reaching out following a tag that was left on your waste cart during the week of [INSERT DATE] to help clarify our waste management guidelines and ensure a cleaner, greener community!

What You Need to Know:

Our driver noticed **unacceptable materials** in one of your containers and left a tag specifying the type of contamination. This notice is a **friendly reminder** to help you avoid future issues. If contamination continues, please be aware that a fee may be added to your account. We want to avoid that!

Sorting Tips: Keep It Clean & Green!

Green Cart  : For organic waste only—like food scraps and yard clippings.

Blue Cart  : For recyclables such as clean paper, plastics, and metals.

Black Cart  : For general trash only. Avoid placing recyclables or organic waste in this cart.

Why It Matters

Caglia Environmental and the City of Clovis are committed to helping California meet its state goal of recycling 75% of waste by 2025. This goal depends on everyone's effort to follow sorting guidelines, helping us reduce landfill waste and improve recycling rates.

To make sorting easier, please review the detailed guidelines on the back of this notice. If you have any questions or need assistance, feel free to call us during business hours at (559) 233-1159. Our team is here to help make waste management simple and effective for you.

Thank you for your cooperation in helping create a sustainable future for our community!

Sincerely,
Caglia Environmental

SUPPLEMENTAL ATTACHMENT B

ACKNOWLEDGMENT FORM

Proposer acknowledges that they have read the email sent on December 17, 2024, titled "Follow-Up on RFP Process – Compliance Matrix and Revised Attachment B" and has provided a revised Tab 7 BIN to be incorporated with proposal and reconfirms that the cost is based on the corrected rates and acknowledges that the undersigned is an authorized representative of the proposing firm.

Caglia Environmental, LLC
Name of Proposer/Company (Person, Firm, or Corporation)

Rich. Caglia
Signature of Proposer/Company's Authorized Representative

Richard Caglia, Owner + President
Printed Name & Title of Authorized Representative

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL (REVISED DUE 12.20.24)

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$6,661,873.20
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$1,629,413.59
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$21,148.08
	Total Rate Revenue	\$8,312,434.87
4	Proposed Rate Period 1 Cost (without bagged organics)	\$8,312,434.87
5	Surplus/(Deficit)*	\$0.00
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

Summary of Proposed Costs

Proposer Name: CAGLIA ENVIRONMENTAL (REVISED DUE 12.20.24)

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$1,191,783	\$1,032,878	\$413,151	\$63,562	\$18,000	\$1,000	\$2,720,374
Vehicle-Related Costs	\$481,686	\$421,739	\$157,974	\$26,091	\$12,000	\$0	\$1,099,490
Fuel Costs	\$220,182	\$192,409	\$72,209	\$11,109	\$2,000	\$2,000	\$499,909
Other Costs	\$67,288	\$57,777	\$28,290	\$4,671	\$1,650	\$20,500	\$180,176
Direct Depreciation	\$417,191	\$356,051	\$204,991	\$38,901	\$4,750	\$0	\$1,021,884
Total Allocated Costs - G&A and Vehicle	\$26,000	\$13,000	\$13,000	\$13,000	\$5,000	\$0	\$70,000
Total Cost of Operations	\$2,404,130	\$2,073,854	\$889,615	\$157,334	\$43,400	\$23,500	\$5,591,833
Profit	(\$508,372)	\$861,232	\$231,620	(\$93,083)	(\$66,353)	(\$23,500)	\$401,544
Pass-Through Costs							
Recyclable Material Processing Costs	\$422,145		\$98,640		\$0	\$0	\$520,785
Organic Material Processing Costs (without bags)		\$702,497		\$5,041	\$2,000	\$0	\$709,538
Other Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Disposal Costs (Residue)	\$0	\$0	\$0	\$0	\$18,200	\$0	\$18,200
Interest Expense	\$241,773	\$206,340	\$118,797	\$22,544	\$2,753	\$0	\$592,207
Total Pass-Through Costs	\$663,918	\$908,837	\$217,437	\$27,585	\$22,953	\$0	\$1,840,730
Total Costs before City Fees	\$2,559,676	\$3,843,923	\$1,338,672	\$91,836	\$0	\$0	\$7,834,107
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected	9,381.00		2,192.00				\$196,857
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$81,471
Public Education and Outreach							
Minimum \$200,000 Annually							\$200,000
Total Proposed Costs (organics without bags)	---	---	---	---		---	\$8,312,435
Additional Organic Material Processing Costs (with bags, if applicable) at \$14.50/ton		\$ 286,935		\$ 2,059			\$288,994
Total Proposed Costs (organics with bags) (2)							\$8,601,429

Optional Services Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/ Exchange
\$0	\$7,500
\$0	\$0
\$0	\$2,500
\$0	\$0
\$8,244	\$0
\$8,244	\$10,000
\$4,778	
\$4,778	\$0
\$13,022	\$10,000
FF and CS will be calculated once alt	
\$13,022	\$10,000

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.

(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL (REVISED DUE 12.20.24)

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service

Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$5.76	36,500	\$2,522,880
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$8.04	35,200	\$3,396,096
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$5.06	5	\$304
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$7.14	5	\$428
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$5,919,708

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service

Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.02	6,754	\$244,765
Organic Materials	1 pick-up/week	\$5.67	\$7.22	5,741	\$497,400
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$742,165

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: CAGLIA ENVIRONMENTAL (REVISED DUE 12.20.24)

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA	\$23.23	100	\$27,876
		2		NA	\$46.46	5	\$2,788
		3		NA	\$69.70	3	\$2,509
		4		NA	\$92.93		\$0
		5		NA	\$116.16		\$0
		6		NA	\$139.39		\$0
		Sunday		NA	\$162.62		\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72	\$46.46	48	\$26,763
		2	\$154.88	\$77.44	\$92.93	5	\$5,576
		3	\$232.32	\$116.16	\$139.39		\$0
		4	\$309.76	\$154.88	\$185.86		\$0
		5	\$387.20	\$193.60	\$232.32		\$0
		6	\$464.64	\$232.32	\$278.78		\$0
		Sunday			\$325.25		\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26	\$63.91	13	\$9,970
		2	\$213.04	\$106.52	\$127.82	3	\$4,602
		3	\$319.56	\$159.78	\$191.74	1	\$2,301
		4	\$426.08	\$213.04	\$255.65		\$0
		5	\$532.60	\$266.30	\$319.56		\$0
		6	\$639.12	\$319.56	\$383.47		\$0
		Sunday			\$447.38		\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80	\$81.36	63	\$61,508
		2	\$271.20	\$135.60	\$162.72	16	\$31,242
		3	\$406.80	\$203.40	\$244.08	9	\$26,361
		4	\$542.40	\$271.20	\$325.44	1	\$3,905
		5	\$678.00	\$339.00	\$406.80	1	\$4,882
		6	\$813.60	\$406.80	\$488.16		\$0
		Sunday			\$569.52		\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62	\$120.74	71	\$102,869
		2	\$402.46	\$201.23	\$241.48	56	\$162,272
		3	\$603.69	\$301.85	\$362.21	29	\$126,050
		4	\$804.92	\$402.46	\$482.95	15	\$86,931
		5	\$1,006.15	\$503.08	\$603.69	4	\$28,977
		6	\$1,207.38	\$603.69	\$724.43	6	\$52,159
		Sunday			\$845.17		\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43	\$160.11	50	\$96,066
		2	\$533.70	\$266.85	\$320.22	41	\$157,548
		3	\$800.55	\$400.28	\$480.33	29	\$167,155
		4	\$1,067.40	\$533.70	\$640.44	7	\$53,797
		5	\$1,334.25	\$667.13	\$800.55	3	\$28,820
		6	\$1,601.10	\$800.55	\$960.66	13	\$149,863
		Sunday			\$1,120.77		\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24	\$199.48		\$0
		2	\$664.94	\$332.47	\$398.96		\$0
		3	\$997.41	\$498.71	\$598.45		\$0
		4	\$1,329.88	\$664.94	\$797.93		\$0
		5	\$1,662.35	\$831.18	\$997.41		\$0
		6	\$1,994.82	\$997.41	\$1,196.89		\$0
		Sunday			\$1,396.37		\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05	\$238.85	8	\$22,930
		2	\$796.18	\$398.09	\$477.71	3	\$17,197
		3	\$1,194.27	\$597.14	\$716.56	2	\$17,197
		4	\$1,592.36	\$796.18	\$955.42		\$0
		5	\$1,990.45	\$995.23	\$1,194.27		\$0
		6	\$2,388.54	\$1,194.27	\$1,433.12		\$0
Estimated Recycling Bin Revenue for Rate Period One							\$1,480,115

Rates for Regularly Scheduled Organics Cart & Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							

						Average # of	Estimated Rate
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)		Current Monthly Rate	Proposed Maximum Monthly Rate	Service Instances per Month	Period One Revenues
Organic Materials (Optional Reduced Volume)	64 -gal Cart	1		NA	\$21.23	50	\$12,738
		2		NA	\$42.46		\$0
		3		NA	\$63.70		\$0
		4		NA	\$84.93		\$0
		5		NA	\$106.16		\$0
		6		NA	\$127.39		\$0
Organic Materials	96-gal Cart	1		NA	\$23.23	100	\$27,876
		2		NA	\$46.46	5	\$2,788
		3		NA	\$69.70	3	\$2,509
		4		NA	\$92.93		\$0
		5		NA	\$116.16		\$0
		6		NA	\$139.39		\$0
		Sunday		NA	\$162.62		\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46	\$46.46	97	\$54,084
		2	\$154.88	\$92.93	\$92.93	3	\$3,345
		3	\$232.32	\$139.39	\$139.39	5	\$8,364
		4	\$309.76	\$185.86	\$185.86		\$0
		5	\$387.20	\$232.32	\$232.32		\$0
		6	\$464.64	\$278.78	\$278.78		\$0
		Sunday			\$325.25		\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91	\$63.91	2	\$1,534
		2	\$213.04	\$127.82	\$127.82		\$0
		3	\$319.56	\$191.74	\$191.74		\$0
		4	\$426.08	\$255.65	\$255.65		\$0
		5	\$532.60	\$319.56	\$319.56		\$0
		6	\$639.12	\$383.47	\$383.47		\$0
		Sunday			\$447.38		\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36	\$81.36	15	\$14,645
		2	\$271.20	\$162.72	\$162.72	2	\$3,905
		3	\$406.80	\$244.08	\$244.08	1	\$2,929
		4	\$542.40	\$325.44	\$325.44		\$0
		5	\$678.00	\$406.80	\$406.80	2	\$9,763
		6	\$813.60	\$488.16	\$488.16		\$0
		Sunday			\$569.52		\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74	\$120.74	2	\$2,898
		2	\$402.46	\$241.48	\$241.48		\$0
		3	\$603.69	\$362.21	\$362.21		\$0
		4	\$804.92	\$482.95	\$482.95		\$0
		5	\$1,006.15	\$603.69	\$603.69		\$0
		6	\$1,207.38	\$724.43	\$724.43		\$0
		Sunday			\$845.17		\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11	\$160.11	1	\$1,921
		2	\$533.70	\$320.22	\$320.22		\$0
		3	\$800.55	\$480.33	\$480.33		\$0
		4	\$1,067.40	\$640.44	\$640.44		\$0
		5	\$1,334.25	\$800.55	\$800.55		\$0
		6	\$1,601.10	\$960.66	\$960.66		\$0
		Sunday			\$1,120.77		\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48	\$199.48		\$0
		2	\$664.94	\$398.96	\$398.96		\$0
		3	\$997.41	\$598.45	\$598.45		\$0
		4	\$1,329.88	\$797.93	\$797.93		\$0
		5	\$1,662.35	\$997.41	\$997.41		\$0
		6	\$1,994.82	\$1,196.89	\$1,196.89		\$0
		Sunday			\$1,396.37		\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85	\$238.85		\$0
		2	\$796.18	\$477.71	\$477.71		\$0
		3	\$1,194.27	\$716.56	\$716.56		\$0
		4	\$1,592.36	\$955.42	\$955.42		\$0
		5	\$1,990.45	\$1,194.27	\$1,194.27		\$0
		6	\$2,388.54	\$1,433.12	\$1,433.12		\$0
Estimated Organics Bin Revenue for Rate Period One							\$149,299

Rates for Miscellaneous Services (Per Occurrence)

Rate Period One August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$11.62	5	\$697
	1 cubic yard container	Per-Occurrence Rate		\$23.23	5	\$1,394
	1.5 cubic yard container	Per-Occurrence Rate		\$34.85	5	\$2,091
	2 cubic yard container	Per-Occurrence Rate		\$40.68	5	\$2,441
	3 cubic yard container	Per-Occurrence Rate		\$60.37	5	\$3,622

	4 cubic yard container	Per-Occurrence Rate	\$80.06	5	\$4,804
	5 cubic yard container	Per-Occurrence Rate	\$99.74	0	\$0
	6 cubic yard container	Per-Occurrence Rate	\$119.43	3	\$4,299
Container Exchange/Clean in excess of 1 per year	1-6 cubic yards	Per-Occurrence Rate	75.00	0	\$0
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate	\$50.00	2	\$1,200
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate	\$10.00	5	\$600
Estimated Miscellaneous Service Revenue for Rate Period One					\$21,148



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10329261

AGENDA ITEM NO. 13.

Sell To:

Contact Name Rob Emerson
Bill To Name IWS
DBA Industrial Waste & Salvage
Bill To PO Box 446
Fresno, CA 93709
USA
Email robe@cagliarecycling.com
Phone (559) 647-9738
Mobile (559) 647-9738

Ship To Name IWS
Ship To 3457 S Cedar Ave
Fresno, CA 93725-2305
USA
Quick Ship 

Quote Information

Salesperson Michael Lynn
Salesperson Email mlynn@wastequip.com
Salesperson Phone (916) 203-9640
Expiration Date 11/22/2024
Quote Number WQ-10329261
Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79248	Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart		---Body Color - (125) Gray ---Lid Color - (925) Waste Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	50.00	\$45.50	\$2,275.00
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart		---Body Color - (125) Gray ---Lid Color - (925) Waste Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	50.00	\$48.75	\$2,437.50
**Plastics -	Model 79296 - Toter 96 Gallon EVR	(130) - 925 Waste Green	---Body Color - (125) Gray ---Lid Color - Any Standard Color ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst			



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10329261

AGENDA ITEM NO. 13.

79296	II Universal/Nestable Cart	(1,530) - 705 Blue	---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	1,660.00	\$53.75	\$89,225.00
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Payment Terms Net 30 Days if credit has been established

Shipping Terms FOB Origin

Subtotal \$93,937.50

Shipping \$6,000.00

Tax \$7,843.78

Grand Total \$107,781.28

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021279-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell Phone: Email:

Sold to: Ship to:
INDUSTRIAL WASTE & SALVAGE INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
123.00	ea	9095CF_CFG	ConfigID: 1 YD 72" FLAT TOP (9095) 1 YD 72" FLAT TOP	11/4/2024	643.00	79,089.00

Subtotal amount	79,089.00
Misc amount	0.00
S & H amount	3,196.00
Tax amount	6,603.93
Total amount	88,888.93
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

Additional Terms: Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:27 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9095CF_CFG	123 1 YD 72" FLAT TOP	\$643.00	\$79,089.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$3,196.00	\$3,196.00

LIDS	19115 - 1 YD F.L IMPACT PLASTIC LIDS
CHANNELS	20018CF - PH 1 YD 11 GA X 24" L STANDARD CHANNEL
CASTERS	20659-4CF - PH 6"X 2" RUBBER/STEEL SWIVEL CASTERS
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	20592CF - PH OUTRIGGER/CASTERPLATE COMBO FRONT
OPTION D	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION E	30256-EXP - 30256CF PH ASSEMBLY INSTRUCTIONS FOR PULL
OPTION F	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE
COLOR	PAINT GREEN ISW CILANTRO

SUBTOTAL	\$82,285.00
TAX	\$6,603.93
TOTAL	\$88,888.93

SHOP COMMENTS CHANNELS: E.L 10.5" BOT TO BOT FLUSH

COMMENTS



Quotation copy

Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Number 20SQ000021280-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
58.00	ea	9095CF_CFG	ConfigID: 1 YD 72" FLAT TOP (9095) 1 YD 72" FLAT TOP	11/4/2024	643.00	37,294.00

Subtotal amount	37,294.00
Misc amount	0.00
S & H amount	799.00
Tax amount	3,114.05
Total amount	41,207.05
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

Additional Terms: Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information: Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply) Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations actual volume,



A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:29 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9095CF_CFG	58 1 YD 72" FLAT TOP	\$643.00	\$37,294.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$799.00	\$799.00

LIDS	19115 - 1 YD F.L IMPACT PLASTIC LIDS
CHANNELS	20018CF - PH 1 YD 11 GA X 24" L STANDARD CHANNEL
CASTERS	20659-4CF - PH 6"X 2" RUBBER/STEEL SWIVEL CASTERS
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	20592CF - PH OUTRIGGER/CASTERPLATE COMBO FRONT
OPTION D	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION E	30256-EXP - 30256CF PH ASSEMBLY INSTRUCTIONS FOR PULL
OPTION F	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
-------	--------------------

SUBTOTAL	\$38,093.00
TAX	\$3,114.05
TOTAL	\$41,207.05

SHOP COMMENTS CHANNELS: E.L 10.5" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021283-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
3.00	ea	9001CF_CFG	ConfigID: 1.5 YD PITCH TOP (9001) 1.5 YD PITCH TOP	11/4/2024	677.00	2,031.00

Subtotal amount	2,031.00
Misc amount	0.00
S & H amount	799.00
Tax amount	169.59
Total amount	2,999.59
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:30 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9001CF_CFG	3 1.5 YD PITCH TOP	\$677.00	\$2,031.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$799.00	\$799.00

LIDS	19116CF - PH 1.5 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20024CF - PH 1.5 YD 11 GA X 29.5" L STANDARD
CASTERS	20659-4CF - PH 6"X 2" RUBBER/STEEL SWIVEL CASTERS
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	20592-1CF - PH OUTRIGGER/CASTERPLATE COMBO REAR &
OPTION D	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION E	31533-EXP - LOCATES 2 EA PULL HANDLES #SC405 EA
OPTION F	19006CF - PH LID ROD ASSY. - CONT. W/ 37"W. LIDS
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE
COLOR	PAINT GREEN ISW CILANTRO

SUBTOTAL	\$2,830.00
TAX	\$169.59
TOTAL	\$2,999.59

SHOP COMMENTS CHANNELS: E.L 12" BOT TO BOT FLUSH

COMMENTS



Quotation copy

Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Number 20SQ000021285-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
18.00	ea	9001CF_CFG	ConfigID: 1.5 YD PITCH TOP (9001) 1.5 YD PITCH TOP	11/4/2024	677.00	12,186.00

Subtotal amount	12,186.00
Misc amount	0.00
S & H amount	0.00
Tax amount	1,017.54
Total amount	13,203.54
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:34 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9001CF_CFG	18 1.5 YD PITCH TOP	\$677.00	\$12,186.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$0.00	\$0.00

LIDS	19116CF - PH 1.5 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20024CF - PH 1.5 YD 11 GA X 29.5" L STANDARD
CASTERS	20659-4CF - PH 6"X 2" RUBBER/STEEL SWIVEL CASTERS
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	20592-1CF - PH OUTRIGGER/CASTERPLATE COMBO REAR &
OPTION D	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION E	31533-EXP - LOCATES 2 EA PULL HANDLES #SC405 EA
OPTION F	19006CF - PH LID ROD ASSY. - CONT. W/ 37"W. LIDS
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
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SUBTOTAL	\$12,186.00
TAX	\$1,017.54
TOTAL	\$13,203.54

SHOP COMMENTS CHANNELS: E.L 12" BOT TO BOT FLUSH

COMMENTS



Quotation copy

Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Number 20SQ000021286-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
22.00	ea	9002CF_CFG	ConfigID: 2 YD PITCH TOP (9002) 2 YD PITCH TOP	11/4/2024	744.00	16,368.00

Subtotal amount	16,368.00
Misc amount	0.00
S & H amount	799.00
Tax amount	1,366.73
Total amount	18,533.73
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:36 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9002CF_CFG	22 2 YD PITCH TOP	\$744.00	\$16,368.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$799.00	\$799.00

LIDS	19012CF - PH 2 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20025CF - PH 2 YD 11 GA X 34.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION D	31515-EXP - 31515CF PH LOCATES 2 EA PULL HANDLES #SC405 EA
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT GREEN ISW CILANTRO
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SUBTOTAL	\$17,167.00
TAX	\$1,366.73
TOTAL	\$18,533.73

SHOP COMMENTS CHANNELS: E.L 17" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021288-3
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
133.00	ea	9002CF_CFG	ConfigID: 2 YD PITCH TOP (9002) 2 YD PITCH TOP	11/4/2024	744.00	98,952.00

Subtotal amount	98,952.00
Misc amount	0.00
S & H amount	3,995.00
Tax amount	8,262.49
Total amount	111,209.49
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:38 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9002CF_CFG	133 2 YD PITCH TOP	\$744.00	\$98,952.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$3,995.00	\$3,995.00

LIDS	19012CF - PH 2 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20025CF - PH 2 YD 11 GA X 34.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1CF - PH PULL HANDLES #SC405 (4 EA)
OPTION D	31515-EXP - 31515CF PH LOCATES 2 EA PULL HANDLES #SC405 EA
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
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SUBTOTAL	\$102,947.00
TAX	\$8,262.49
TOTAL	\$111,209.49

SHOP COMMENTS CHANNELS: E.L 17" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021289-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
4.00	ea	9005CF_CFG	ConfigID: 3 YD PITCH TOP (9005) 3 YD PITCH TOP	11/4/2024	850.00	3,400.00

Subtotal amount	3,400.00
Misc amount	0.00
S & H amount	799.00
Tax amount	283.90
Total amount	4,482.90
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:39 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9005CF_CFG	4 3 YD PITCH TOP	\$850.00	\$3,400.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$799.00	\$799.00

LIDS	19013CF - PH 3 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20026CF - PH 3 YD 11 GA X 41.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1 - PULL HANDLES SC405 (4EA)
OPTION D	31262 -2EA PULL HANDLES SC405 EA SIDE 4.5" ABOVE CHNLS
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT GREEN ISW CILANTRO
-------	--------------------------

SUBTOTAL	\$4,199.00
TAX	\$283.90
TOTAL	\$4,482.90

SHOP COMMENTS CHANNELS: E.L 24" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021290-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
208.00	ea	9005CF_CFG	ConfigID: 3 YD PITCH TOP (9005) 3 YD PITCH TOP	11/4/2024	850.00	176,800.00

Subtotal amount	176,800.00
Misc amount	0.00
S & H amount	5,593.00
Tax amount	14,762.80
Total amount	197,155.80
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:41 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9005CF_CFG	208 3 YD PITCH TOP	\$850.00	\$176,800.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$5,593.00	\$5,593.00

LIDS	19013CF - PH 3 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20026CF - PH 3 YD 11 GA X 41.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1 - PULL HANDLES SC405 (4EA)
OPTION D	31262 -2EA PULL HANDLES SC405 EA SIDE 4.5" ABOVE CHNLS
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
-------	--------------------

SUBTOTAL	\$182,393.00
TAX	\$16,412.76
TOTAL	\$198,805.76

SHOP COMMENTS CHANNELS: E.L 24" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021291-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
2.00	ea	9007CF_CFG	ConfigID: 4 YD PITCH TOP (9007) 4 YD PITCH TOP	11/4/2024	1,005.00	2,010.00

Subtotal amount	2,010.00
Misc amount	0.00
S & H amount	799.00
Tax amount	167.84
Total amount	2,976.84
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

Additional Terms: Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:42 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9007CF_CFG	2 4 YD PITCH TOP	\$1,005.00	\$2,010.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$799.00	\$799.00

LIDS	19014CF - PH 4 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20027CF - PH 4 YD 11 GA X 50.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1 - PULL HANDLES SC405 (4EA)
OPTION D	PNR - PULL HANDLES #SC405 EA SIDE ABOVE CHNLS
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE
COLOR	PAINT GREEN ISW CILANTRO

SUBTOTAL	\$2,809.00
TAX	\$167.84
TOTAL	\$2,976.84

SHOP COMMENTS CHANNELS: E.L 28" BOT TO BOT FLUSH

COMMENTS



Quotation copy

Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Number 20SQ000021292-2
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
161.00	ea	9007CF_CFG	9007CF_CFG : 20PDCF000314848 : : : 4 YD PITCH TOP	11/4/2024	1,005.00	161,805.00

Subtotal amount	161,805.00
Misc amount	0.00
S & H amount	6,392.00
Tax amount	13,510.72
Total amount	181,707.72
USD	

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:45 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9007CF_CFG	161 4 YD PITCH TOP	\$1,005.00	\$161,805.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$6,392.00	\$6,392.00

LIDS	19014CF - PH 4 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20027CF - PH 4 YD 11 GA X 50.5" L STANDARD
CASTERS	20659-3CF - PH 6" X 2" SWIVEL CASTERS (PIONEER)
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	248CF - PH 4 EA PIONEER QUICK RELEASE
OPTION C	22019-1 - PULL HANDLES SC405 (4EA)
OPTION D	PNR - PULL HANDLES #SC405 EA SIDE ABOVE CHNLS
OPTION E	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
-------	--------------------

SUBTOTAL	\$168,197.00
TAX	\$13,510.72
TOTAL	\$181,707.72

SHOP COMMENTS CHANNELS: E.L 28" BOT TO BOT FLUSH

COMMENTS



Wastequip Manufacturing Company LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211

Quotation copy

Number 20SQ000021293-3
Date 11/06/2024
Your ref.
Our ref. 020663
Quotation deadline 12/04/2024
Payment Net 30 Days
Customer C1028430

Page 1 of 2

WQ Customer Service: Sydney Crandell

Phone:

Email:

Sold to:
INDUSTRIAL WASTE & SALVAGE

Ship to:
INDUSTRIAL WASTE & SALVAGE
3457 SOUTH CEDAR AVENUE
Fresno, CA 93725

Quantity	Unit	Item number	Description	Est. ship date	Sales price	Amount
13.00	ea	9108CF_CFG	ConfigID: 6 YD HUMPBACK W/12 GA BOTTOM (9108) 6 YD HUMPBACK	11/4/2024	1,354.00	17,602.00

Subtotal amount	17,602.00
Misc amount	0.00
S & H amount	1,598.00
Tax amount	1,469.77
Total amount	20,669.77
	USD

Location	Salesperson	Ship Via	Freight	Job Number
Galt	Michael Lynn	WASTEQUIP MANAGED	FOB Origin, Prepaid & Add	
If you require billing assistance, please contact us by phone at 704-504-7590.				

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A California waste container company

TOLL FREE (800) 339-8335

Website: www.con-fab.com E-mail: sales@con-fab.com

CONTAINER ORDER

SoCal
Phone (818) 901-1005
NorCal
Phone (209) 745-4604

Sales quotation **AGENDA ITEM NO. 13.**

Date: 11/6/2024 12:46 PM

Page 1 of 1

Shop: 4501

Customer: C1028430

INVOICE TO:	INDUSTRIAL WASTE & SALVAGE
P.O.#	
TERMS:	Net 30 Days

DELIVER TO:	INDUSTRIAL WASTE & SALVAGE 3457 SOUTH CEDAR AVENUE Fresno, CA 93725		
DATE ORDERED	11/04/2024	DATE REQUIRED	
SALESPERSON:	Michael Lynn		

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9108CF_CFG	13 6 YD HUMPBAC	\$1,354.00	\$17,602.00
FREIGHT:	Freight	1 Delivery to be made by WASTEQUIP MANAGED	\$1,598.00	\$1,598.00

LIDS	19014CF - PH 4 YD F.L. IMPACT PLASTIC LIDS
CHANNELS	20026CF - PH 3 YD 11 GA X 41.5" L STANDARD
CASTERS	NONE
DRAIN PLUG	21508CF - PH 1.5" PLASTIC DRAIN PLUG W/METAL
I.D. WELD	NONE
OPTION A	16IW-EXP - 16" INSEAM WELD
OPTION B	SKIDS-EXP - 12 GA FORMED SKIDS @ 48" OD
OPTION C	18999CF - PH LID ROD ASSY. - CONT. W/ 36"W. LIDS
OPTION D	
OPTION E	
OPTION F	
OPTION G	
OPTION H	

UN	NONE
PR IN	XX
PR OUT	NONE

COLOR	PAINT BLUE RECYCLE
-------	--------------------

SUBTOTAL	\$19,200.00
TAX	\$1,469.77
TOTAL	\$20,669.77

SHOP COMMENTS CHANNELS: E.L 32" BOT TO BOT FLUSH

COMMENTS



November 13, 2024

Caglia Environmental
Attn: Rob Emerson
3457 S. CEDAR AVE
FRESNO, CA 93725

Dear Rob Emerson,

Pursuant to your request regarding your City of Clovis, CA bid response for Solid Waste Collection, Wastequip (CONFAB / Toter) will be able to manufacture and deliver all your steel commercial containers and/or plastic residential containers to Caglia Environmental, or proposed distribution site, to fulfill your container obligations when Caglia Environmental is awarded the contract for City of Clovis Collection. Our manufacturing and delivery schedule is based on receiving a PO# from Caglia Environmental in alignment with the City's 8 week requirement.

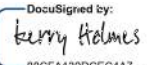
We will deliver carts/bins within 8 weeks from Toter's / Confab's receipt in writing of a Purchase Order, Order Confirmation, and Markings Approvals from Caglia Environmental, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws.

Our CONFAB steel commercial containers and Toter residential plastic carts have been meticulously engineered to deliver exceptional performance in the field for waste material collection, storage, transportation, and longevity in service. We take great pride in our products' quality and functionality, attributes that are essential to supporting and enhancing the efficiency of Caglia Environmental processes and contractual execution. Our containers are built to last, requiring minimal maintenance over their lifecycle, which translates to significant cost savings.

Both CONFAB and Toter, have a long-standing reputation for excellence in manufacturing containers, and our team of experts possess the technical knowledge and experience necessary to produce containers that align seamlessly with your technical specifications. We have the capacity and know-how to supply the country's largest waste haulers, municipalities (including the City of Clovis), and state and federal government agencies with steel and plastic waste and recycling solutions. With a proven track record of delivering high-quality, reliable products, we are confident in our ability to meet and exceed your expectations.

From all of us at Wastequip, thank you for the opportunity to serve Caglia Environmental and the City of Clovis in order to execute on this important contract. If you require any further information or clarification, please do not hesitate to contact Michael Lynn, Wastequip's Regional Sales Manager, at mlynn@wastequip.com (916-203-9640).

Sincerely,

DocuSigned by:

88CFA130DCECA7
Kerry Holmes

Vice President Sales Western Region, Wastequip
(Confab)
323-640-4078

6525 Carnegie Blvd., Suite 300 | Charlotte, NC 28211 | wastequip.com



Sustainability in Action

In Partnership With



**Proposal for Recyclable and Organic Materials,
Collection, Processing, and Marketing
November 20, 2024**

Submitted by Allied Waste Services of North America, LLC,
d/b/a Republic Services of Fresno
5501 N Golden State Blvd, Fresno California 93722
Primary Contact: Ashlee Cawley
Primary Phone Number: 559-505-5333

Cover Letter

Attn: City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

Dear City of Clovis Administration and Members of the Selection Committee:

This document serves as a formal proposal from Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Fresno d/b/a Republic Services of Fresno. For over twenty years, Republic Services has been a strong and stable waste and recycling partner in the Central Valley. We are the current contractor for the City of Clovis for the collection, processing, and marketing services of recyclable material and organic materials for the City's residential units, multi-family dwellings, and commercial entities. We have been contracted with the City of Clovis for similar services for nearly twenty years. We would consider it an honor to continue to provide these services to Clovis for many years to come.

Our current association with the City of Clovis and with other local municipalities in California has been a positive experience of which we are proud. We do not consider ourselves a vendor to the cities and counties we service—we are a partner. Our commitment to service, our support of a partner's activities, and our continued communication with them is evidence of our municipal successes.

Partnering with Republic Services gives a partner the best opportunity to be taken care of the way it expects. We are locally operated with decision makers, drivers, and other staff who live in and around Clovis. Our local presence and experience allows for quick and knowledgeable decisions to be made. **Because of our experience servicing the City of Clovis, our proposal is based on actual operational statistics and actual route knowledge, not on assumptions.**

Safety is the number one goal for our company. We service nearly over 70,000 containers a week in Clovis and our incident record has been near perfect. Assuring the safety of the residents and property in Clovis is a vital aspect of our proposal of which we have proven. Routes and drivers are continually audited and observed to ensure proper safety practices are being followed.

Our team is comprised of individuals who have been working in Clovis for many years. Together, they will continue to work with the City of Clovis to ensure there is excellent communication between your residents, the City, and Republic to continue superior residential, multi-family, and commercial collection. As the City moves forward with implementing compliance requirements of SB1383, Republic Services will draw on its experience assisting the City of Fresno and the County of Fresno, as well as implementing

SB1383 programs for municipalities across the State of California, to support the City with accomplishing its goals.

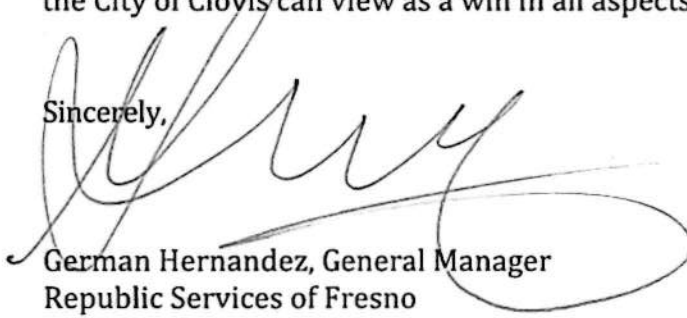
Republic Services will adhere to the expectations of the RFP with noted exceptions outlined in the attached draft agreement. We feel it is essential that we do not simply give a price but that we are realistic and transparent with the factors surrounding the services for the City of Clovis. We have put many hours into ensuring that we can do what we are saying we can do in this proposal as well as identifying potential risks and service adjustments.

As outlined in the RFP, we are proposing collection, processing, and marketing of recyclable and organic materials from residential, multi-family, and commercial entities, as well as from City facilities and City events. Please see our technical proposal and cost and rate proposal for specifications regarding our operational strategies and proposed rates.

We acknowledge the full RFP and supporting documents, including Addendum No.1 (10/24/24), Addendum No. 2 (10/28/24), Addendum No. 3 (11/14/24), Addendum No. 4 (11/15/24), and Addendum No. 5 (11/15/24). Details of our understanding of the expectations of the RFP are included in this proposal. I am legally able to contractually bind Republic Services to this proposal as proven by the attached Certificate of Secretary confirming that I am signing as an authorized agent to act on behalf of the company (corporation).

Thank you for your consideration of our proposal. We are confident that we will provide the safest and greatest amount of customer service with a competitive price; one the City of Clovis can view as a win in all aspects.

Sincerely,



German Hernandez, General Manager
Republic Services of Fresno

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Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with over 2000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Premise

We are deeply honored and appreciative of the opportunity to present a proposal to continue to partner with the City of Clovis. As times change, and as the City moves forward with implementing its diversion, collection, customer service, and reporting objectives, you will find a reliable partner with Republic. As a local company with national backing, Republic has the benefit of being at the forefront of industry technology and innovating methods of assisting our municipal partners with achieving compliance with state regulations and law. We thank you for consideration of our proposal.

Republic Services is your low-risk, best value partner

- Many employees live within Clovis limits.
- 20 years continuously serving Clovis
- Reliable – 99.9% pickup rate, less than .01% missed pick-up rate in the City of Clovis.
- Safer – 38% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

Our Promise

Sustainability in Action™ is our promise that lets customers know they can always rely on us to handle their recycling and waste needs in a responsible way.

Figure 1. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

Figure 2. Strengths of Company and benefits to Municipality.

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
38% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction.

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which will transform ways in which the recyclable materials in America achieve circularity. Most evident is our innovation and investment to develop the nation's first, plastics polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all our operations in the country. We are also investing billions of dollars into dramatic reductions in emissions attributed to landfills and fleet vehicles, through our joint venture to convert landfill gas to renewable natural gas, and our industry leading efforts to convert our fleet to electric vehicles.

Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities
- **Committed to Serve** – We go above and beyond to exceed our customer's expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

Figure 3. Republic truck.



We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

Our Commitment to Clovis

Republic is presenting a proposal to the City of Clovis because we are deeply committed to the Clovis community. Many of our drivers, administrative staff, maintenance, and other employees, reside in Clovis. We are proud of our longstanding partnership with the City and seek to provide Clovis with the service and support it deserves.

We are also a leader in the local community, from attendance in local events to participating in sponsorships for local organizations, our company aligns with the values set forth within the City of Clovis. Our company champions "A Better Way of Life." Republic Services takes ownership of the work we do, going beyond exceeding our customer's expectations, delivering results the right way. We are proud of our history with the City and see this as an opportunity to further strengthen and expand our partnership.

Our Presence in Clovis

Figure 4. Republic staff at Clovis event.



Chamber of Commerce

As members of the Clovis Chambers of Commerce, Republic Services participates in annual events held dear by the community. We regularly host a booth at Big Hat Days and Clovisfest. Additionally, we sponsor the annual Leadership Summit hosted by the Chambers of Commerce. You can also meet our sustainability advisors and other Republic team members at monthly mixers.

During these events, our team takes the time to connect with the local community to provide education and training on recycling goals set by the City. We discuss how to dispose of recyclable and organic materials, provide examples, and engage residents and families with educational sorting games. This

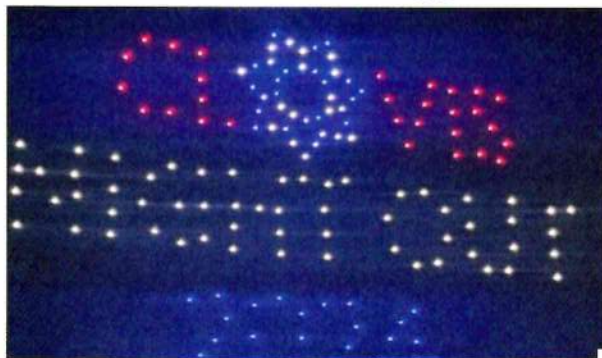


Figure 5. Clovis Night Out Drone Show.

allows us to deliver our recycling message in an easy to learn as well as rewarding manner.

City Events

Republic Services has been available to educate residents at City events. We have attended the Annual Clovis Trail Fest, where we provide educational materials to all attendees. Republic Services also planted a tree at the 13th annual Arbor Day Tree planting event at the Dry Creek Trailhead. Beyond this, we can also be seen at Clovis Night Out, where staff on site continue to engage with the community, highlighting our commitment to the City.

Other Community Engagement

Republic Services offers sponsorships to local community organizations that align with values of the city. We have a table at the Rotary Club Crab feed, enter our decorated truck in the annual Christmas Parade hosted by Kiwanis, and enjoy sponsoring the annual Mayor's Breakfast.

As attendees of the Mayor's Breakfast, our employees feel privileged to represent a city with a unique small-town spirit in the heart of



Figure 6. Republic staff at Clovis fest.

the Central Valley. Republic Services is enthusiastic to continue serving the city we cherish, partnering with the city and community to meet sustainability goals set by state and local governments, and achieving all objectives outlined in this agreement.

Figure 7. Educational Presentation

■ Presentations



Republic Services connects with the community not only by doing presentations to organizations and small groups, such as the local Girl Scouts Troupes or school groups. We also offer Meet-and-Greets with children and community members who appreciate the challenging work our drivers commit to. We consider one of the best "perks" of our job as being able to make a child feel special on their birthday when they meet their local driver.

Republic Services is enthusiastic to continue partnering with a community we cherish, and to assist the City with meeting its goals and objectives, as outlined in the draft agreement and RFP. Republic Services is enthusiastic to continue partnering with a community we cherish, and to assist the City with meeting its goals and objectives, as outlined in the draft agreement and RFP.



Figure 8. Republic staff and family in Electric Parade.

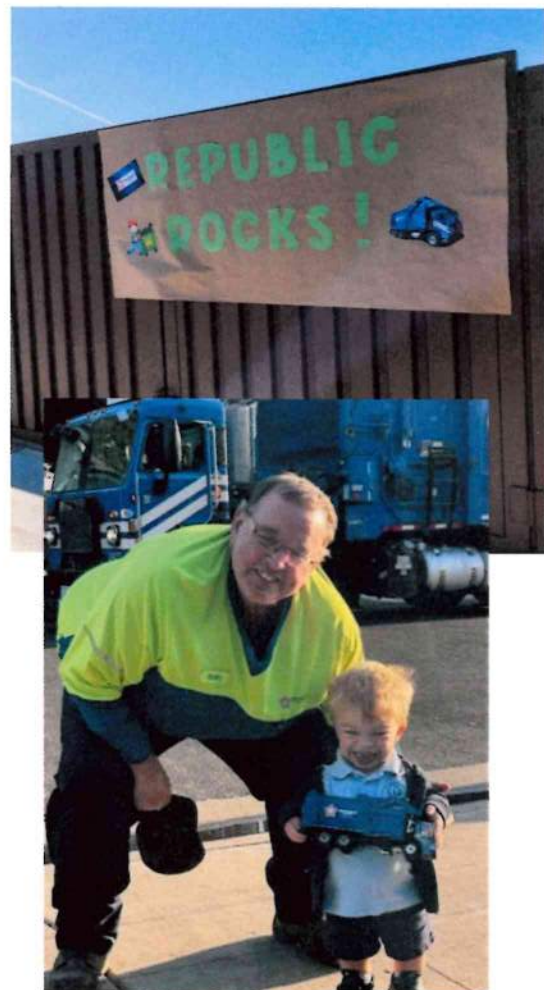


Figure 9. Driver with one of our fans. Figure 10. Customer appreciation banner.

Please note: in our review of Attachment B Financial Forms, we found that some rates listed as “current rates” by the City are different than those billed by Republic to commercial customers. Our proposed rates are based on the rates and information provided by the City in the RFP and supporting documents. If the city would prefer revised submissions to reflect actual rates, we will be happy to adjust our submission.

Company Description

A. Corporate Structure

Republic Services is a national leader in environmental services, delivering essential services to more than 2,000 communities, and 13 million customers.

Local Presence

For decades, Republic Services has partnered with municipalities, residents and businesses to provide solid waste, recycling, yard waste, and bulky item collection services.

Republic Services serves the communities our employees live within. In fact, as a community partner, we already employ residents from Clovis.

We place great importance on talent and recognize that our employees are our most important asset. Republic Services endeavors

to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for personal and professional growth.

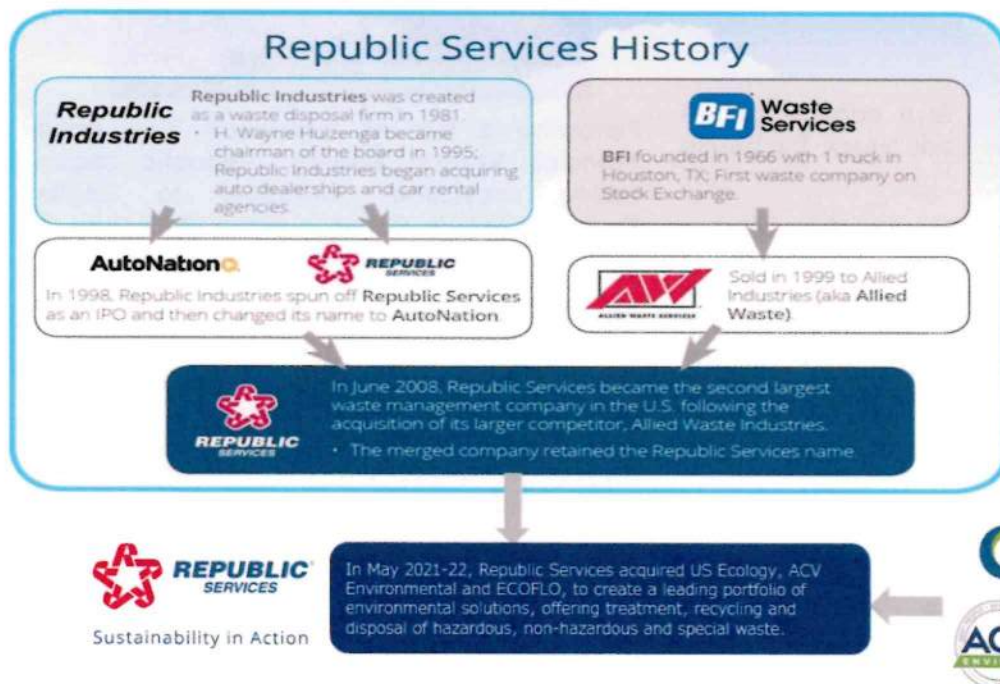
Leadership

Republic Services, in its current business structure as a corporation, was formed in November, 2004. However, this included a timeline of customer-focused environmental services companies across the company joining together. Some of these entities included Republic Industries, BFI Waste Services, and Allied Waste. A full history of Republic Services' development as a corporation can be found below.

Your municipal contract will be executed by Allied Waste Services of North America, LLC, d/b/a Republic Services of Fresno.

Republic's operations are expansive in scope and network but local in operations and

*Figure 21. **Company History.** Today's Republic Services is the product of three former industry leaders in recycling and solid waste, and the 2022 addition of three prominent leaders in environmental services.*



service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple business units and divisions that each provide recycling and waste collection, transportation and disposal services.

This business unit is fully empowered within our company structure to serve you. This local team has the backing and support of corporate staff. Republic Services of Fresno operates under the leadership of General Manager German Hernandez and is headquartered at 5501 N Golden State Blvd, Fresno, California 93722.

While maintaining corporate backing, Republic Services of Fresno has local leadership, fully staffed with the required positions necessary to service the contract as outlined in the RFP.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Please see the information as of November 2024 with respect to the ownership of common stock by shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock.

Processing Sites & Subcontractors

Recyclable Materials

When Republic Services began the existing contract term in 2015, the approved processing site for recycling materials was located at Republic's Newby Island Resource

Figure 12. Ownership above four percent

Name of Owner	Percent Owned
Cascade Investment, LLC	34.96%x
TheVanguard Group, Inc.	5.87%
BlackRock, Inc.	4.38%

Recovery Park located near San Jose at 1601 Dixon Landing Rd, Milpitas, CA.

Figure 13. Mixed Curbside Recycling Sorting Line at Newby Island Resource Recovery Park



Following a fire at Republic's Rice Road Transfer Station Facility, Republic began taking recyclable materials to Caglia Environmental's Cedar Avenue Recycling & Transfer Station and entered an agreement.

As of November 2024, and with the authorization of the City of Clovis, Republic is set to begin taking the City's recyclable materials to Newby Island Resource Recovery Park and is proposing to continue to take recyclable materials to this site via the rice road transfer facility.

This will allow for Republic to dispose of recycling materials at our Rice Road Transfer facility at 10463 N Rice Rd, Fresno, CA before consolidating materials into larger trucks to be transferred to the recycling facility. This

will make for less on the road and thus less emissions in the Clovis and Fresno area.

Republic will subcontract with Bradley Tanks, Inc. (BTI) for the hauling of recyclable materials to Newby Island. Republic Services has had a longstanding relationship with BTI for over 14 years and have contracted with them for the hauling of recyclables to Newby from various municipal partners in California for 6 years. BTI's main office is based at 402 Hartz Ave., Danville, CA 94526. Should the City elect to proceed with negotiations with Republic, BTI is willing to provide disclosure of litigation and regulatory actions as well as payments of fines, penalties, settlements, or damage directly to the City. BTI can be contacted at (925) 787-1523 or by mail.

Organic Materials

Figure 14. Organic Compost at Kochergen Farms Composting



Republic Services currently transports the City's organic materials to its Rice Road Transfer Station located in the City of Fresno. From here, Kochergen Farms Compositing transports the materials to its site at 33915 Avenal Cutoff Road, Kettleman City, CA. Upon the award of the contract, Kochergen and Republic Services have committed to enter a formal agreement.

Rice Road Transfer Station

Figure 15. City of Clovis recycling materials collected for waste characterization at Republic's Rice Road transfer station



At Republic Services, our transfer stations are designed and operated to focus on safety, environmental responsibility and being a good neighbor. We invest frequently in Republic Services-operated facilities to ensure they meet appropriate standards for operations and fit seamlessly within the areas where they are located.

The purpose of transfer stations is to enable the efficient transfer of recycling, municipal solid waste, or organic materials from the collection trucks to tractor trailers that can more efficiently transport the material to the appropriate post-collection facility.

Republic Services is proud to share that our transfer station located at 10463 N Rice Rd has received authorization and permitting for the volume of recyclable materials from the City of Clovis for transportation to Newby. Republic Services hosted members of the City's public utilities and solid waste department to observe waste characterization at this site during the summer.

B. Description of Proposer's Collection Experience

National Support

While our local business operation teams are fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams. Together, these teams can amass expertise and support to respond to any challenge, even during times of crisis and natural disasters. In times like this, our area and corporate teams activate to ensure our people are safe and assets are operational so we can quickly return to normal operations. This is a considerable benefit and risk mitigation to Clovis that many other providers in the industry are unable to match.

Local Experience

As a local company with national backing, Republic Services has a presence in 41

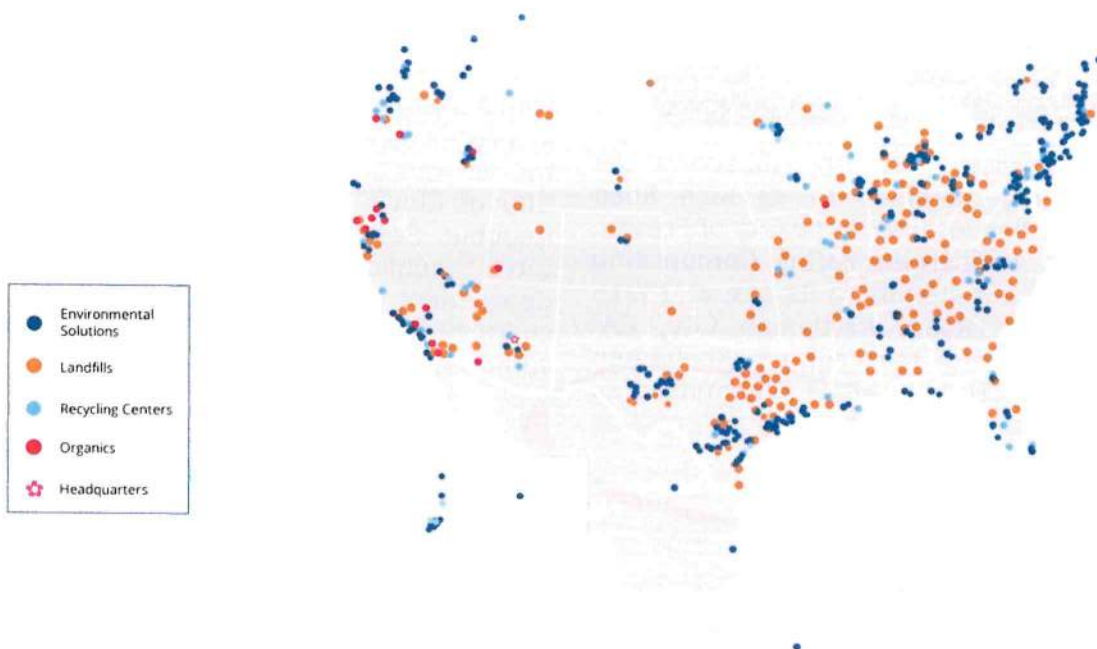
states. Republic Services of Fresno is located in the Northern California area and is strongly associated with other business units with municipal franchise agreements, such as Daly City, San Jose, and Newark, among others.

Republic Services of Fresno has the benefit of backing and advisement with regional and national leaders in the environmental services and sustainability industry, ensuring advanced knowledge of pending legislation and strategies for compliance with national law.

As a business unit, Republic Services of Fresno currently services the following the following municipalities:

- City of Fresno
- County of Fresno
- City of Salinas
- City of Clovis

Figure 16. Local team with a national network. Republic Services delivers essential services and Emergency Response across North America.



Collection Experience Overview

City of Fresno

Exclusive franchise agreement for multi-family & commercial entities in Northern Fresno, above Ashlan Avenue (with some exceptions).

Community	Contact Information	Contract Term	Services Provided
City of Fresno	Ahmad Alkhayyat Assistant Solid Waste Director City of Fresno (559) 621-1801 Ahmad.Alkhayyat@fresno.gov Department of Public Utilities 1325 El Dorado Street Fresno, CA 93706	Current Contract Original Start Date: 2011 Extended Agreement Current Term: 15 Years 2nd Amendment Extension Signed 2023 Term Years: 2021 to 2036	* Multi-Family MSW * Multi-Family Mixed Recycling * Multi-Family Organic Materials * Commercial MSW * Commercial Mixed Recycling * Commercial Organic Materials * Amended in 2023 to Extend & Implement SB1383 Compliance

County of Fresno

Exclusive franchise agreement for single-family, multi-family & commercial entities in designated sections of County of Fresno, other haulers contracted for different areas. Republic's zones are mostly located in county islands surrounded by City of Fresno areas.

Community	Contact Information	Contract Term	Services Provided
County of Fresno - Exclusive Waste Hauler	Logan Freitas Staff Analyst Department of Public Works and Planning Resources Division County of Fresno (559) 600-9948 2220 Tulare Street, 6th floor Fresno, CA 93721	Current Contract Original Start Date: 2006 Extended Agreement Current Term: 10 Years 3rd Amendment Signed 2023 Term Years: 2018 to 2028	* Single Family MSW * Single Family Mixed Recycling * Single-Family Organic Materials * Multi-Family MSW * Multi-Family Mixed Recycling * Multi-Family Organic Materials * Commercial MSW * Commercial Mixed Recycling * Commercial Organic Materials

City of Salinas

Exclusive franchise agreement for single-family, multi-family, commercial and industrial entities in the City of Salinas for MSW, recycling, organics and C&D.

Community	Contact Information	Contract Term	Services Provided
City of Salinas - Exclusive Waste Hauler	David Jacobs Public Works Director City of Salinas (831) 758-7390 davidj@ci.salinas.ca.us Department of Public Works 200 Lincoln Avenue Salinas, CA 93901	Current Contract Original Start Date: 2001 Revised/Restated: 2010 Term: 15 Years Revised/Restated: 2021 Term: 15 Years Term Years 2021 to 2036	* Single Family MSW * Single Family Mixed Recycling * Single-Family Organic Materials * Multi-Family MSW * Multi-Family Mixed Recycling * Multi-Family Organic Materials * Commercial MSW * Commercial Mixed Recycling * Commercial Organic Materials * Industrial

City of Clovis

Exclusive franchise agreement for single-family, multi-family & commercial entities in City of Clovis for Recycling and Organics service.

Community	Contact Information	Contract Term	Services Provided
City of Clovis	Ivette Rodriquez, Solid Waste Manager 155 N. Sunnyside Avenue Clovis, CA 93611 (559) 324-2604	Current Contract Original Start Date: 2015 Current Term: 10 Years Term Years: 2015 to 2025	* Single Family Mixed Recycling * Single-Family Organic Materials * Multi-Family Mixed Recycling * Multi-Family Organic Materials * Commercial Mixed Recycling * Commercial Organic Materials

Accounts, Collection Tonnages, and Vehicle Inventory

Community	Customers Served	Tons collected and diverted (YTD)	Equipment Inventory
City of Fresno	* Commercial Accounts (Current): 2293 * Multi-Family Accounts (Current): 624	* MSW Tons Collection (YTD): 44,321 * Recyclable Tons Collected (YTD): 9,500 * Organic Tons Collected (YTD): 750 * Recycling Tons Diverted (YTD): 6,300 * Organic Tons Diverted (YTD): 410	* Trucks Used: * Commercial Automatic Side Load (Trash 1, Recycle 1, Organic 1) * Commercial/Frontload: (Trash 11, Recycle 7, Organic 1) Trucks do not co-mingle any commodities
County of Fresno - Exclusive Waste Hauler	* Single Family Accounts (Current): 11,237 * Multi-Family Accounts (Current): 78 * Commercial Accounts (Current): 770	* Total Tons Collected (YTD): 26,794 * MSW Tons Collection (YTD): 13,485 * Recyclable Tons Collected (YTD): 3,420 * Organic Tons Collected (YTD): 10,069 * Recycling Tons Diverted (YTD): 849 * Organic Tons Diverted (YTD): 3,600	* Trucks Used: * Commercial or Multi-Family Front-Load (Trash 4, Recycle 1, Organic 1) * Residential Automatic Side Load (Trash 3, Recycle 3, Organic 3)
City of Salinas - Exclusive Waste Hauler	* Single Family/Multi-Family Accounts (Current): 26,425 * Commercial/Multi-Family Accounts (Current): 2,506 * Industrial (Current): 174	* Total Tons Collected (YTD): 102,156 * MSW Tons Collection (YTD): 71,709 * Recyclable Tons Collected/Diverted (YTD): 14,669 * Organic Tons Collected/Diverted (YTD): 15,018 * C&D Tons Collected/Diverted (YTD): 758	* Trucks Used: - Single-Family/Multi-Family: 13 ASL (Trash 6, Recycle 4, Organics 3) * Trucks Used: Commercial/Multi-Family: 6 FEL and 2 ASL (Trash 4, Recycle 3, Organics 1) Trucks do not co-mingle any commodities
City of Clovis	* Commercial Accounts (Current): 474 * Multi-Family Accounts (Current): 233	* Recyclable Tons Collected (YTD): 2,103 * Organic Tons Collected (YTD): 69 * Total Tons Diverted (YTD): 1,789	* Vehicles Used: 14 Total. 11 automatic side-loader trucks (6 residential recycling, 5 residential organics), 3 commercial (2 commercial recycling, 1 commercial organics). Trucks do not co-mingle any commodities

C. Description of Proposer's Service Initiation Experience

Republic Services of Fresno has extensive experience implementing new programs to assist municipalities with becoming compliant with SB1383. Please see some details of our participation in assisting municipalities with this service below:

City of Fresno

In September 2023, Republic Services partnered with the City of Fresno to assist it in achieving its SB1383 compliance goals via an amendment to its existing contract for the collection of solid waste, recycling, and organic materials at commercial and multi-family properties north of Ashlan Avenue. In addition to mandatory trash and recycling service unless waived by the City, this new amendment and pricing structure allowed for Republic to alter the way it conducted business. In this new structure, Republic helped fast track the City towards SB1383 compliance and continues to fully abide by SB1383 requirements for contractors. Some of the highlights of these changes included:

Route Reviews

Republic hired a compliance advisor to conduct route reviews of City of Fresno containers of all three commodities (MSW, recycling, and organic materials). Our compliance advisor reviews routes by "lid flipping" in which our advisor conducts randomized visits of containers routed, observes the materials inside of the container, photographs contamination/overages, and documents all visits. Our compliance advisor continues this work and is on track to finish audits of no less than 20% of all containers on every single route by the end of 2024.

Updated Waiver Process

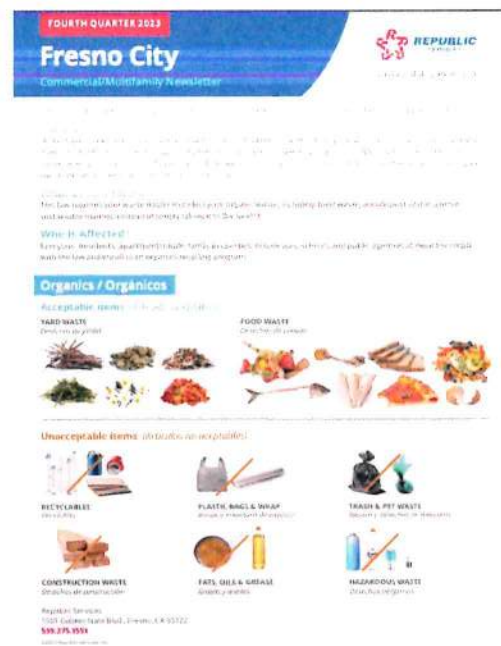
In keeping with SB1393 requirements, our sustainability advisor (formerly known as recycling coordinator) updated the waiver form and continues to be knowledgeable about SB1383 waiver requirements. While the City still grants and reviews waivers, our sustainability advisor assists customers with providing them the form, reviewing the application, visiting the site, sending the application the City and providing comments.

Updated Educational Materials for SB1383

Republic updated its user-friendly City of Fresno website and created new educational materials (see Appendix A for examples SB1383 Educational Materials). Such educational materials continue to be updated with ongoing developments. All online versions are translated into Spanish and Hmong.

Figure 17. 2023 Newsletter to City of Fresno Commercial & Multi-Family Customer

Outreach & Communication





State Law SB 1383

Taking effect for all City of Fresno businesses and apartments starting Nov. 1



The Law

Senate Bill (SB) 1383 was signed into law to combat climate change and reduce landfill methane emissions from decomposing organic materials. Methane is a climate super pollutant, 84 times more potent than carbon dioxide. Organics like food scraps, yard trimmings, paper and cardboard currently make up 50% of what Californians dump in landfills. By diverting organic waste, we can significantly reduce local air emissions.

What does it mean?

This law requires your waste hauler to collect your organic waste, including food waste, and dispose of it in a more sustainable manner, instead of simply taking it to the landfill.

Who is affected?

Everyone. Residents, apartments/multi-family properties, businesses, schools and public agencies all need to comply with the law and enroll in an organics recycling program.

What does this mean for you as our current customer in the City of Fresno?

All City of Fresno businesses and apartments must be compliant starting November 1, 2023. If you do not currently have organic waste collection service with Republic Services, you are required to subscribe by January 1, 2024.

What happens if you don't comply?

City of Fresno Ordinance 6-216 (it states the following: Civil Penalties for Non-Compliance: beginning January 1, 2024, if the city determines that the customer, hauler, commercial edible food generator, food recovery organization, food recovery service or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to Section 6-216, as needed.

You currently have an exemption from us for food waste recycling under state law Assembly Bill (AB) 1826.

These exemptions were for state law AB 1826, and they are now void. There is the possibility of getting granted a waiver from SB 1383, but now it is at the discretion of the City of Fresno. Waivers for apartments will not be granted. For waiver information or to apply for one, visit RepublicServices.com/municipality/fresno-ca.

Contact Customer Service at **559.275.1551** to subscribe to organics waste recycling services.

Contact Aaron Cox, your local Republic Services Sustainability Advisor, for questions: **559.273.8437** or arcox30@RepublicServices.com.

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Sustainability in Action

Figure 18. SB1383 Outreach Letter

With the approval of the City, Republic immediately went to work on mandatory compliance, sending out an educational letter to all Republic customers in the City of Fresno and advising them to sign-up for organic materials collection service. Republic also implemented a City-approved timeframe, advising customers that they had by January 1st, 2024 to sign-up for service.

During Fall of 2023, in keeping with the agreement and the preferences of the City, Republic began an automatic roll-out of 65-gallon organic carts to all customers who had not already signed up for organic materials collection—first with multi-family customers in 2023, and then with commercial customers. Customers were given a 30-day notice that they would receive an organic cart by the next month and they would be billed for organic service on the next billing cycle.

By December 2024, all Republic customers in the City of Fresno who have not been granted a waiver will be receiving organic materials collection.

Continued Right-Sizing and Site Visits

As part of their job duties, our sustainability advisor continues to conduct site visits with customers to evaluate their service needs and levels. Our sustainability advisor communicates directly with customers daily—whether on phone or in-person—to ensure our customers are getting the service they uniquely need.

Reporting Requirements

Republic updated its data and information sharing with the City of Fresno to provide the necessary information required by CalRecycle.

Training and Changes

With Republic's strong presence throughout California, Republic Services of Fresno staff communicated with other business units to gain understanding of strategic methods to provide necessary training to their employees on how to exercise the requirements of the new amendment as it related to SB1383, as well as receive adequate training and secure the necessary assets to ensure that new organic accounts would be added to service schedules. Republic acquired new drivers and new accounts were added into the billing system—in which customers were billed directly.

Identified Problems

One problem identified at the beginning of the term was customer resistance to mandatory organic collection service. This manifested in an uptick of frustrated customer communication after communication was sent to customers informing them of their upcoming organic carts. However, in response to this, Republic customer service agents were briefed on the

ongoing roll-out and our sustainability advisor would connect with frustrated customers to provide them education regarding SB1383 and their ability to apply for a waiver—as well as the requirements that would qualify one for waived service.

■ City of Fresno Information

1. City of Fresno

Current Contract Original Start Date: 2011
Extended Agreement
Current Term: 15 Years
2nd Amendment/Extension Signed 2023
Term Years: 2021 to 2036

2. Added Mandatory Organic Material Collection to All Multi-Family & Commercial Customers

First solicited sign-ups for organic services.
Then implemented mandatory roll-out of 65-gal green organic cart to customers without right-sized organic collection (some customers elected to go with frontload organic collection service, 1-2 yard bins).
Added other administrative services, such as route reviews, updated waiver process, data reporting, site visits and continued right-sizing, etc.

3. Name of Jurisdiction's Representative Responsible for Administering Agreement:

Ahmad Alkhayyat
Assistant Solid Waste Director
City of Fresno
(559) 621-1801
Ahmad.Alkhayyat@fresno.gov
Department of Public Utilities
1325 El Dorado Street
Fresno, CA 93706

4. Number of Customers

Number of Residential Customers:
None in Contract

Number of Commercial Customers:
2293

Number of Multi-Family Customers:
624

County of Fresno

Republic Services of Fresno has a longstanding agreement to service unincorporated areas of Fresno County. Republic is one of several haulers contracted, with various parts of the county designated as "zones" for exclusive franchised service to a specific hauler. Much of Republic's accounts are in close proximity to or surrounded by the City of Fresno jurisdiction, with these areas known as the "county islands." Republic also is contracted for the areas directly west of Fresno County. As part of this agreement, Republic is contracted for trash, recycling, and organic materials collection for residential, multi-family dwellings, and commercial entities.

In March 2023, the County approved an amendment to the agreement to establish mandatory organic materials collection services in specific areas in order to comply with the requirements of SB1383. As a part of this amendment, all of Republic's designated areas were required to implement mandatory organic materials collection service beginning September 1, 2023.

Within this timeframe, Republic delivered residential organic containers to over 11,000 residential customers and conducted "right-sizing" for additional commercial and multi-family entities to ensure they receive mandatory recycling and organics collection. Republic began to implement new programs to assist the County of Fresno with its SB1383 compliance goals, some of which include:

■ Kitchen Pail Deliveries

In April 2024, Republic partnered with the County of Fresno to ensure that all residents

in its franchised areas receive a small kitchen pail. The county purchased and delivered over 11,000 kitchen pails to Republic Services and specified a desired delivery completion date of a one-year timeframe. Republic has since been making consistent deliveries to residents and is on target to complete all deliveries before this day.

Route Reviews

Similar to the City of Fresno agreement, Republic employs a compliance advisor who also conducts route reviews for the County of Fresno on all three commodities (MSW, recycling, and organic materials). Our compliance advisor audits containers for single family homes, multi-family dwellings, and commercial entities. Audits are conducted by "lid flipping" in which our advisor conducts randomized visits of containers routed, observes the materials inside of the container, photographs contamination/overages, and documents all visits. Our compliance advisor continues this work and is on track to audit no less than 10% every single routed container by the end of 2024.

Updated Waiver Process

Similar to the City of Fresno agreement, our sustainability advisor (formerly known as recycling coordinator) continues to be knowledgeable about SB1383 waiver requirements and assists county customers by providing education.

Updated Educational Materials for SB1383

Republic updated its user-friendly County of Fresno website and created new educational materials (see Appendix A for sample SB1383 Educational Materials). Such educational materials continue to be updated with ongoing developments. All correspondence sent to residents are translated into Spanish, with optional translations in Spanish and Hmong available for all educational pamphlets.

Figure 19. Fresno County Recycling Educational flyer

Figure 20. Organics Educational flyer



■ Outreach, Communication, & Site Visits

In the implementation stage of the deliveries, Republic conducted outreach to inform customers of incoming mandatory organic materials collection services. Under the new agreement, Republic continues to send out quarterly educational inserts of newsletters (see examples in Appendix A). Similar to our agreement with the City of Fresno, the sustainability advisor assigned to the County of Fresno contract continues to conduct site visits, with customers to evaluate their service needs and levels. Our sustainability advisor communicates directly with customers daily—whether on phone or in-person—to ensure our customers are getting the service they uniquely need.

■ Reporting Requirements

Republic updated its data and information sharing with the City of Fresno to provide the necessary information required by CalRecycle.

■ Training and Changes

Similar to our implementation with the City of Fresno agreement, with Republic's strong presence throughout California, Republic Services of Fresno staff communicated with other business units to gain understanding of strategic methods to provide necessary training to their employees on how to exercise the requirements of the new amendment as it related to SB1383, as well as receive adequate training and secure the necessary assets to ensure that new organic accounts would be added to service schedules. Republic acquired new drivers and new accounts were added into the billing system—in which customers were billed directly.

■ Identified Problems

Broadly speaking, most problems associated with the implementation of these new services were similar in nature as to those found during the implementation of SB1383

compliance requirements for the City of Fresno. Please reference the previous section for elaboration. Republic did not experience unique challenges related to the delivery of residential organic carts. Additionally, Republic was able to communicate and arrange organic services with all commercial entities (770) and multi-family dwellings (78) in a quick and timely manner to confirm service arrangements. With this noted, understanding a new rate structure will be in place at the beginning of the new contract term, Republic commits to being able to conduct right-sizing and arranging service arrangements with non-compliant accounts before the beginning of the new contract term.

■ County of Fresno Information

1. County of Fresno

Current Contract Original Start Date: 2006
Extended Agreement
Current Term: 10 Years
3rd Amendment Signed 2023
Term Years: 2018 to 2028

2. Added Mandatory Organic Material Collection to All Customers (Residential, Multi-Family, Commercial) and Ensured Mandatory Recycling

Automatic Roll-Out of 65 Gal Organic Carts to All Single-Family Homes (11,000)

Recycling Carts and/or Bins Delivered to Non-Compliant Entities (rare and few)

Right-sized Organic Collection for Multi-Family & Commercial Customers (Carts and/or 1-2 Yard Bins)

Added other administrative services, such as route reviews, kitchen pail deliveries, updated waiver process, data reporting, site

visits and continued right-sizing, etc.

3. Name of Jurisdiction's Representative Responsible for Administering Agreement:

Logan Freitas
Staff Analyst
Department of Public Works and Planning | Resources Division
County of Fresno
(559) 600-9948
2220 Tulare Street, 6th floor
Fresno, CA 93721

4. Number of Customers

Single Family Accounts (Current):
11,237
Multi-Family Accounts (Current):
78 Commercial Accounts (Current):
770

City of Salinas

Republic Services has been the exclusive franchise hauler for the City of Salinas since 2001. The Salinas agreement is performed by a team under the same general management as your team in Clovis. Likewise, both sites belong to the same business unit and is a "sister" team to the team located in Fresno.

Republic is contracted for trash, recycling, organic, and C&D materials collection for residential, multi-family dwellings, commercial and industrial entities. In the past two decades, Republic has effectively implemented many California State mandates such as, AB341, AB1826 and SB1383.

In 2021, Republic and the City worked collaboratively to accomplish the goal of finalizing an amended and restated franchise agreement which includes SB 1383 requirements. The current term is in effect until 2036.

With AB341 and AB1826 fully compliant, the Salinas team has used the proven education and outreach techniques to implement SB1383.

■ Kitchen Pail Deliveries

Republic partnered with the City of Salinas and Salinas Valley Recycles to deliver kitchen pails door-to-door at multi-family dwellings throughout the City. Additionally, residents of the City were able to pick-up a kitchen pail at Republic's local office or City Libraries. During community outreach events, Republic's Sustainability Advisors offered kitchen pails and education material to attendees.

■ Route Reviews

Like the City of Fresno agreement, Republic of Salinas employs a compliance advisor who conducts route reviews for all lines of business throughout the City. The compliance advisor audits containers for single family homes, multi-family dwellings, commercial and industrial entities.

Audits are conducted by "lid flipping" in which our advisor conducts randomized visits of containers routed, observes the materials inside of the container, photographs contamination/overages, and documents all visits. OOPS tags are left when contamination is observed. Customer's accounts are updated with notes to track the audits for State reporting.

In 2023 the Salinas Compliance Advisor completed nearly 13,000 inspections and is on track to surpass that number in 2024.

■ Waiver Process

Salinas Sustainability Advisors created a flow chart that allows them to easily identify if a property should have organics service or can be considered for a waiver. Desk audits of all non-complaint commercial and industrial entities were performed. When a customer was identified as a covered generator who was not participating in the organics program, they were set up to be part of a future cart drop.

- Updated Educational Materials for SB1383

Republic updated its user-friendly City of Salinas website and created new educational materials (see Appendix A for examples of SB1383 Educational Materials). Such educational materials continue to be updated with ongoing developments. All correspondence sent to residents are translated into Spanish.

- Outreach, Communication, & Site Visits

In the implementation stage of the deliveries, Republic conducted outreach to inform customers of incoming mandatory organic materials collection services. Under the new agreement, Republic continues to send out quarterly educational inserts of newsletters (see copies in Appendix X). Similar to our agreement with the City of Fresno, the sustainability advisor assigned to the City of Salinas contract continues to conduct site visits, with customers to evaluate their service needs and levels. Our sustainability advisor communicates directly with customers daily—whether on phone or in-person—to ensure our customers are getting the service they uniquely need.

- Reporting Requirements

Sustainability Advisors in Salinas utilize Recyclist to track activities and gather information for City and CalRecycle reporting.

- Training and Changes

Republic Services of Salinas participates in and interagency SB1383 Technical Advisory Committee (TAC). Participants of the TAC include: the JPA, franchised haulers from other cities, and staff from the local jurisdictions. The combined effort between all agencies ensures a uniform plan and message is being delivered. Additionally, with Republic's strong presence throughout California, Republic Services of Salinas staff communicates often with other divisions to share best practices and educational materials.

- Identified Problems

Broadly speaking, most problems associated with the implementation of these new services were similar in nature as to those found during the implementation of SB1383 compliance requirements for the City of Fresno.

City of Salinas Information

1. **City of Salinas**

Current Contract Term: October 2021 through June 2036.

2. **Programs Added:**

Added Mandatory Organic Material Collection to All Customers (

Right-sized Organic Collection for Multi-Family & Commercial Customers (Carts and/or 1-2 Yard Bins)

Added other administrative services, such as route reviews, kitchen pail deliveries, updated waiver process, data reporting, site visits and continued right-sizing, etc.

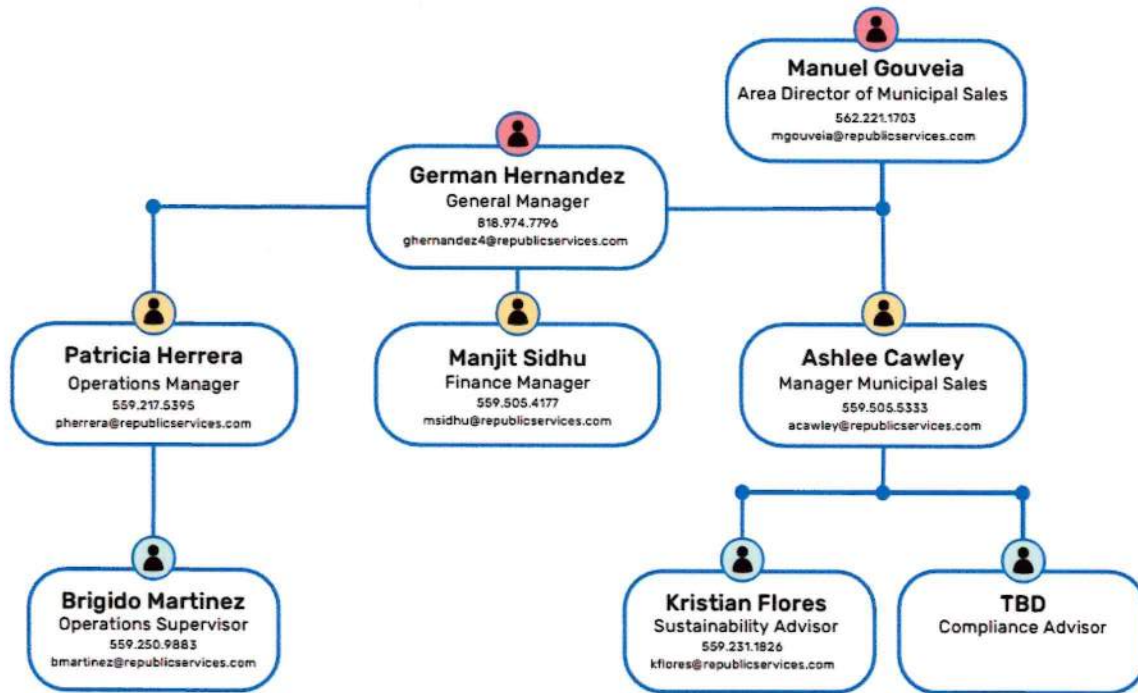
3. **Name of Jurisdiction's Representative Responsible for Administering Agreement:**

David Jacobs
Public Works Director
City of Salinas
(831) 758-7390
davidj@ci.salinas.ca.us
Department of Public Works
200 Lincoln Avenue
Salinas, CA 93901

4. **Number of Customers**

Single Family/Multi-Family Accounts (Current): 26,425
Commercial/Multi-Family Accounts (Current): 2,506

Figure 21. Organizational Chart



D. Key Personnel

Organizational Chart

See chart above.

Transition Team

As the current contracted service provider for the City of Clovis, Republic Services is not proposing a transition team. However, Republic is proposing new positions that will fulfill all the requirements and expectations of the RFP.

Overview

Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams. e

Republic Services' structure allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. Local leadership is - collection processing activities. However, all areas are supported by the extensive resource recovery, technical expertise, infrastructure and financial strength of a large, nationwide company with a corporate headquarters.

Republic Services' in-house training, personnel advancement, recruitment programs and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated and experienced professionals in the business today.

Local Leadership

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Clovis. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents.

Area Leadership

We believe our strong area management team allows us to effectively drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets. Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are however, backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as

Your local business unit has more than 200 years of combined industry experience

- We provide jobs to more than 39,000 people nationwide, including many who live and work in the your local community
- The local General Manager and his business unit are fully empowered to serve your needs
- Every business unit is completely supported by area and corporate staff

hurricanes, tornados or other natural disasters. In times of challenges like these, our area and corporate teams activate to ensure people are safe and our assets are operational, so we can return to normal operations as soon as possible.

Key Personnel Bios

Area Director of Municipal Sales

Manuel Gouveia

Area Director of Municipal Sales

562.221.1703

mgouveia@republicservices.com

Figure 22. Empowered Leadership. The local business unit is fully empowered, with full support of area and corporate staff.



Manuel Gouveia has worked with our company for over seven years, and currently serves as the Area Director of Municipal Sales for Republic Services. Throughout his professional career, Manuel has worked on a variety of issues/interests within the public and private sectors while holding positions in academia, municipal, state, and federal levels of government as well as a Fortune 300 corporation. These experiences have provided him with a well-rounded and comprehensive knowledge of institutional operations and policy-oriented topics, with an emphasis on relationship building. The Area Director, Municipal Sales is a unique position that oversees the largest and most complex Municipal portfolio(s) in Republic Services. For his role, Manuel provides leadership and strategic advice for the Area Vice President, General Managers, and Municipal Managers.

General Manager

German Hernandez
818.974.7796

ghernandez4@republicservices.com

German Hernandez serves as Republic's General Manager for the Fresno Business Unit which includes the City of Clovis. German is responsible for all operations, maintenance, and finance in the Fresno/Salinas Hauling Divisions. He ensures that all federal, state, and local laws and ordinances are met and is responsible for managing safety and customer service programs providing the highest levels of service in the safest way possible. German joined the Republic Services team in 2013, bringing over twenty-five years of management experience working in the recycling, and refuse collection. He has managed several large municipal contracts throughout the Los Angeles and Imperial County areas.

Manager Municipal Sales/Government Relations Manager

Executing Government Liaison & Customer Service Manager roles (see description)
Ashlee Cawley

559.505.5333

acawley@republicservices.com

Ashlee Cawley works as municipal sales manager and government relations manager for Republic Services of Fresno. She has worked in the solid waste and sustainability industry for over four years. Ashlee joined the Fresno team in February 2024 and previously worked for Republic Services of Utah, where she worked as contract administrator for over 20 municipal agreements. In her current position, Ashlee is responsible for being a government liaison for Republic Services of Fresno's three major franchise agreements in the area. For the City of Clovis, she will also be sharing the role of customer service manager with an area manager. Her other duties include ensuring municipalities receive accurate and timely data and reports, responding to customer concerns, and managing supporting staff for municipal agreements. Ashlee is a former member of the Recycling Coalition of Utah and enjoys assisting municipalities with state compliance. In the new agreement, Ashlee will be responsible for working with the City's designated contract administrator to implement the specifics of the agreement.

Finance Manager

Manjit Sidhu
559.505.4177

msidhu@republicservices.com

Manjit Sidhu works as Business Unit Finance manager for Republic Services of Fresno. Manjit joined the Fresno team in March 2024 and previously worked as Financial Controller for Olam International and Leprino foods for 10 years. In his current position, Manjit and his team are responsible for all financial activities for Fresno Unit inclusive of Billing, Accounts Payable/Receivable, Internal and External Financial Reporting.

Operations Manager

Patricia Herrera
559.217.5395

pherrera@republicservices.com

Patricia Herrera has been with Republic Services for twenty-eight years. She has been stationed at the Fresno division for her entire career with Republic. Patricia was hired as a customer service representative however, after three promotions, she now holds the title of Operations Manager. Patricia has always been involved with the City of Clovis contract, in one form or another. She was a route supervisor, in charge of the Clovis contract, for nine years. Patricia is responsible for and instills excellent service, for the residents of our contacts. She is also responsible for managing the collections activities for commercial, industrial and residential customers, as well as container delivery and pick up, in a geographically dispersed area. She manages a team of Operations Supervisors, Dispatchers, Operations Clerks, Drivers and Helpers who are responsible for the route system for commercial, roll-off and residential customers throughout the business unit.

Operations Supervisor

Service Liaison
Brigido Martinez
559.250.9883

bmartinez@republicservices.com

Brigido Martinez has been with Republic services for three years as Operations Supervisor Hauling Clovis Residential/ Commercial/ Roll Off. Brigido excels at managing a team of drivers, prioritizing safety while maintaining consistent, high-quality service to the community. As service liaison, he will also be responsible for building rapport with key decision makers, ensuring quality standards and pro-actively solving customer concerns.

Sustainability Advisor

Kristian Flores
Executing Diversion Coordinator & SB383
Specialist Roles
559.231.1826
kflores@republicservices.com

Kristian Flores is a sustainability advisor for Republic Services of Fresno. His current position is committed to outreach and education within the City of Clovis as well as assisting with providing data and reporting requirements. Kristian Flores works with both residential and commercial customers to ensure they have exceptional service while meeting the diversion goals of the City. He has been with Republic Services since February 2023 and served under similar positions in the industry since 2019. With a background in sustainability and environmental stewardship, he is a great asset to the team, providing knowledge and insights that bring value to his customers and community at large. Prior to his time with Republic, Kristian educated customers about regarding SB1383 compliance requirements. Under the new agreement, Kristian would resume SB1383 education and outreach. He, along with the compliance advisor, would be tasked with right-sizing and providing SB1383 outreach to customers and residents. His job will be 100% dedicated to the City of Clovis.

Compliance Advisor – TBD

Executing SB383 Specialist & Primary Route Auditor Roles

Republic is proposing bringing a new staff member to assist with SB1383 requirements. This individual will be 100% dedicated to the City of Clovis contract and will be trained using Republic's area's specialized training regarding SB1383 and contractual requirements. This individual will also be responsible for assisting the City with its recycling and organic waste diversion by analyzing assigned customer's discards and recommending, coordinating, and enforcing appropriate recycling and organics collection service.

The compliance advisor, much like Republic's compliance advisor for the City of Fresno and County of Fresno, will conduct daily route audits by "lid flipping" in which our advisor

conducts randomized visits of containers routed, observes the materials inside of the container, photographs contamination/overages, and documents all visits.

The compliance advisor will be tasked with completing route reviews of a mandatory percentage of containers per route annually (to be negotiated through contract discussions with the City) in order to comply with SB1383 reporting requirements.

Customer Resource Specialist (Local)

Currently, customers wishing to contact Republic Services are transferred to a local pod of customer car agents who work remotely in the Fresno area. For the new contract, Republic Services will hire a new customer service resource specialist who will answer all customer calls from within an office space in the City of Clovis. This customer resource specialist will be fully dedicated to the City of Clovis. Overflow calls will be transferred to the Fresno Pod. In the rare case of extremely high call volume in which all Fresno Pod agents are unavailable, additional calls will go to a larger pool of Republic Services agents.

E. Labor Agreements and Wages

Republic Services will be providing services under an existing labor agreement. Please see Appendix B for a copy of this agreement.

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees

We negotiate fairly with our labor unions, carefully balancing the needs of the

workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the Clovis that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to the Clovis by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

F. Financial Information

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed Clovis's expectations for the duration of the contract and beyond

*Figure 33. **Excellence Driven.** Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, Bins and technologies.*



Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Clovis in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Clovis will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Clovis to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry and the fifth largest in the country
- Reinvesting in state-of-the-art equipment and facilities

Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon request.

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo

Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-071690
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Information – Income Statement

*Figure 24. Republic Services' 2023 Year Ending Consolidated Balance Sheet.
 Selected financial data.*

**REPUBLIC SERVICES, INC.
 CONSOLIDATED STATEMENTS OF INCOME
 (in millions, except per share data)**

	Years Ended December 31,		
	2023	2022	2021
Revenue	\$14,964.5	\$13,511.3	\$11,295.0
Expenses:			
Cost of operations	8,942.2	8,205.0	6,737.7
Depreciation, amortization and depletion	1,501.4	1,351.6	1,185.5
Accretion	97.9	89.6	82.7
Selling, general and administrative	1,608.7	1,454.3	1,195.8
Adjustment to withdrawal liability for multiemployer pension funds	4.5	(1.6)	-
(Gain) loss on business divestitures and impairments, net	(3.6)	(6.3)	0.5
Restructuring charges	33.2	27.0	16.6
Operating income	2,780.2	2,391.7	2,076.2
Interest expense	(508.2)	(395.6)	(314.6)
Loss from unconsolidated equity method investments	(94.3)	(165.6)	(188.5)
Loss on extinguishment of debt	(0.2)	-	-
Interest income	6.5	3.3	2.5
Other income (expense), net	7.5	(2.3)	(0.5)
Income before income taxes	2,191.5	1,831.5	1,575.1
Provision for income taxes	460.1	343.9	282.8
Net income	1,731.4	1,487.6	1,292.3
Net income attributable to non-controlling interests in consolidated subsidiary	(0.4)	-	(1.9)
Net income attributable to Republic Services, Inc.	<u>\$ 1,731.0</u>	<u>\$ 1,487.6</u>	<u>\$ 1,290.4</u>
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	<u>\$ 5.47</u>	<u>\$ 4.70</u>	<u>\$ 4.05</u>
Weighted average common shares outstanding	<u>316.2</u>	<u>316.5</u>	<u>318.8</u>
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	<u>\$ 5.47</u>	<u>\$ 4.69</u>	<u>\$ 4.04</u>
Weighted average common and common equivalent shares outstanding	<u>316.7</u>	<u>317.1</u>	<u>319.4</u>
Cash dividends per common share	<u>\$ 2.06</u>	<u>\$ 1.91</u>	<u>\$ 1.77</u>

G. Past Performance Record

Litigation and Regulatory Actions

Litigation Information

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional information can be provided upon request.

In the previous five years, Republic Services has not experienced any of the following

claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

Payment of Fines, Penalties, Settlements, or Damages

There are no penalty payments made within the past five years for operations in California for Republic Services. However, we have provided a legal disclosure report for Republic Services divisions in California for the past five years (Appendix C – Legal Review Republic Services in California).

Satisfactory Performance in Other Agreements

Republic Services of Fresno is headquartered at 5501 N Golden State Boulevard, Fresno, California 93722. Under leadership of German Hernandez, this team administers the following municipal franchise agreements for the collection, processing, marketing, of MSW, recyclables, and/or organic materials:

1. City of Fresno

- Exclusive franchise agreement for multi-family & commercial entities in Northern Fresno, above Ashlan Avenue (with some exceptions).
- MSW, recycling, and organic materials.
- Contact: Ahmad Alkhayyat
Assistant Solid Waste Director
City of Fresno
(559) 621-1801
Ahmad.Alkhayyat@fresno.gov
Department of Public Utilities
1325 El Dorado Street
Fresno, CA 93706

2. County of Fresno

- Exclusive franchise agreement for single-family, multi-family & commercial entities in designated sections of County of Fresno, other haulers contracted for different areas. Republic's areas are mostly located in county islands surrounded by City of Fresno areas or directly west of the City.
- MSW, recycling, and organic materials.
- Contact: Logan Freitas
Staff Analyst

Department of Public Works and
Planning | Resources Division
County of Fresno
(559) 600-9948
2220 Tulare Street, 6th floor
Fresno, CA 93721

Clovis, CA 93611

3. City of Salinas

- Exclusive franchise agreement for single-family, multi-family, commercial and industrial entities in the City of Salinas.
- MSW, recycling, organics and C&D.
- Contact: David Jacobs
Public Works Director
City of Salinas
(831) 758-7390
davidj@ci.salinas.ca.us
Department of Public Works
200 Lincoln Avenue
Salinas, CA 93901

4. Fresno Unified School District

- Exclusive franchise agreement for all schools, buildings, facilities.
- MSW, recycling, and organics.
- Contact: Drone Jones
Director of Operations/Environmental Services
(559) 457-3043
drone.jones@fresnounified.org
Fresno Unified School District
4498 N Brawley Ave
Fresno, CA 93722

5. City of Clovis

- Exclusive franchise agreement for single-family, multi-family & commercial entities in City of Clovis for Recycling and Organics service. Recycling and organic materials.
- Contact: Ivette Rodriquez,
Solid Waste Manager
City of Clovis
(559) 324-2604
155 N. Sunnyside Avenue

Figure 25. Automated Side Load Collection. Provides a cleaner, safer, more efficient residential collection.



2. Technical Proposal for Services

Overview

Republic is honored to submit a proposal to continue its partnership with the City of Clovis for the collection, processing, and marketing of recyclable and organic materials. Under the new agreement, Republic will draw on its local experience in the City to expand services to add new customers to assist with SB1383 compliance objectives and provide excellent customer service to customers.

A. Recyclable Materials Collection

Residential Recyclable Materials Collection

As specified in the RFP, under the new agreement, Republic will provide residential recycling service to all single-family home carts placed curbside for collection (and provide roll-out service to residents approved by the City). Residential carts will be serviced on the same day as their MSW collection service provided by the City. The City of

The largest provider of municipal residential collection services in the US

- 5 million pickups each day
- 99.9% on-time pickup
- Comprehensive collection services, including solid waste, recycling, yard waste, and bulk

Clovis will continue to own all residential carts serviced by the contractor.

The best practice for residential collection is through single-family carts using an

automated side loader (ASL) truck. The ASL collection vehicle is proven over time to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts, and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

ASL trucks are safer to operate, as the driver typically stays in the cab, and operates the collection arm at each stop. The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Multi-Family Recycling Collection

Republic Service will communicate with multi-family-dwelling property managers to identify and determine service optimal recyclable service levels. It is the assumption of Republic that most multi-family properties will not be waived and will be required to receive recyclable materials collection service. At the beginning of the new contract term, all multi-family units will be scheduled for optimized for recyclable materials.

Republic Services can provide a combination of programs and services for multi-family customers, ranging from cart service like residential customers, to containerized service like commercial customers. Once defined and properly sized, multi-family customers are integrated into residential or commercial routes to provide the efficiency and reliability desired, depending on container type.

In all cases, Republic Services will identify the correct equipment to service multi-family complexes based on individual location and unique characteristics before the start date of the contract. If the complex requests centralized bin service, Republic Services can provide 1 to 6 yard capacity recyclable bins. Cart options include 96-gallon or 65-gallon capacity. All recycling containers will comply with SB1383 requirements, with a blue lid and blue body for recycling containers.

Collection issues such as narrow streets, traffic blockages and alleyways may require alternative service options. In all cases, the servicing drivers are familiar with these areas and are trained to ensure the personal safety, property protection, and awareness of traffic stops, distance to parked cars and other objects.

Commercial Recycling

Figure 26. Multi-Family Cart and Bin Options. Solutions for Multi-Family complexes include carts and Bins, front-load, or roll-off. Clovis containers to be fully compliant with all draft agreement requirements (example: recycling lids and body will be blue).



Republic Services

Competition Sensitive

Page 30

Commercial customers enjoy options and tailored solutions, regardless of company size

- In-person waste audits for commercial customers confirm the right level of service
- Wide range of services, including waste, recycling, and innovative sustainable solutions
- Range of Bin sizes, from 1 to 6 yards, with an average lifespan of more than 10 years

Just as our offerings for multi-family units, we offer bin sizes ranging from 2- to 8-yards, and 64 or 95-gallon (Shaeffer made) commercial carts, Republic Services offers recycling collection services with a variety of bin sizes and service frequencies to meet every business' needs. Republic recommends that the customer deposits empty, clean and dry recyclable materials in one recycling bin or cart.

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris from resulting from collection
- Ensure that enclosures are properly secured

Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment to determine the needed services, collection frequencies, and Bin sizes. During the assessment, we will identify bin locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.

Bins

Republic Services uses small bins (frontload dumpsters) constructed of durable steel bodies and two plastic lids. Bins range in size from 1 to 6 yards, and can be placed on casters for easy maneuverability, if necessary.

Constructed of a strong plastic resin, Bins are useful for small offices and businesses. Bins are designed to last up to 10 years, with easily interchangeable wheels and lids.

Procedures

Republic Services uses front-load collection vehicles to service bin commercial customers in Clovis Customers while a 95-gallon or smaller cart are serviced with an automatic side-load (ASL) or rear load (REL) truck.

Front-Load Vehicles

We service commercial customers with front-load collection vehicles with [28]-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

Automated Side Load Vehicles

Our automated side load vehicles (ASL) are typically dual-side-drive, with a low-entry cab, and equipped with a remote rear camera that:

- Allows easy ingress and egress to the curb
- Improves driver and pedestrian safety
- Reduces potential injury
- Increases productivity
- ASL's can compact waste at idle speeds or even while on the move and the large 5-

Figure 27. Dumpster Placement. The correct placement allows for safer and consistent service.



cubic yard hopper that greatly reduces litter.

Our ASL vehicles feature an arm, with a patented vertical lift design that goes from ground-to-ground operation in 6.5 seconds, allowing for maximum curbside pickup in less time, while also preventing litter and spillage.

City Facilities and Special Events

Republic will utilize the same collection methods to service all City Facilities as specified in the RFP and draft agreement and provide services to all requested events for both organic and recycling services.

For the purposes of fulfilling the obligations of the contract, Republic will employ 16 full-time drivers and 4 substitute drivers.

Please see a full list of trucks to be used on the next page.

Trucks To Be Used in City of Clovis (Recyclable & Organic)

Figure 28. All Collection Equipment

Vehicle Type	Type	Engine Type	Body Type	Year	Weight (lbs.)	Capacity (yards)
Automatic Side-Load (Residential)	Residential Recycle	Cummins Diesel	Magnum Hoist	2010	5100	10-40
Automatic Side Load	Residential Organic	Diesel	Peterbilt	2021	58000	10.16
Automatic Side Load	Residential Recycle	Diesel	Peterbilt	2020	58000	10.28
Automatic Side Load	Residential Recycle	Diesel	Autocar	2013	51000	10.24
Automatic Side Load	Residential Recycle	Diesel	Peterbilt	2020	58000	10.28
Automatic Side Load	Residential Recycle	Diesel	Autocar	2013	51000	10.15
Automatic Side Load	Residential Recycle	Diesel	Autocar	2013	51000	10.15
Automatic Side Load	Residential Organic	Diesel	Peterbilt	2021	58000	10.16
Automatic Side Load	Residential Organic	CNG	Peterbilt	2021	58000	9.83
Automatic Side Load	Residential Organic	Diesel	Peterbilt	2021	58000	10.17
Automatic Side Load	Residential Organic	Diesel	Peterbilt	2020	58000	10.22
Automatic Side Load	Residential Organic	Diesel	Peterbilt	2020	58000	10.25
Front Load	Comm Recycle	LNG	Autocar	2009	57500	10
Front Load	Comm Recycle	Diesel	Autocar	2020	57500	10
Front Load	Comm Organic	CNG	Autocar	2020	57500	10
Automatic Side Load	Commercial Recycle	Diesel	Peterbilt	New	58000	10.25
Automatic Side Load	Commercial Organic	Diesel	Peterbilt	New	58000	10.25

Acceptable Recyclable Materials

Republic proposes that acceptable materials for recyclable collection refers to the definition provided in the draft agreement, meaning the following items would be acceptable in the mixed recycling bin/cart as empty, clean, and dry and separated from organic materials and solid waste:

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, gable-top beverage containers, 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 and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (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 when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.

B. Recyclable Materials Processing

A leader in America with 72 recycling centers nationwide, we are committed to investing in recycling processing infrastructure where appropriate.

Recyclable Processing Overview

We believe we have a responsibility to our planet with the materials we are entrusted to handle everyday by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. As consumer demand for recycling services has increased, we have met the demand by integrating recycling components to each of our collection service offerings. Based on an industry trade publication, approximately 34% of municipal solid waste is recycled.

Newby Island Resource Recovery Park

Republic is proposing Republic's Newby Island Recyclery at Newby Island Resource Recovery Park as the processing facility for the City's recycling materials. Newby Island Resource Recovery Park is the site of the eleventh largest materials recovery facility in North America. It is located near San Jose at 1601 Dixon Landing Rd, Milpitas, CA.

Figure 29. Mixed Curbside Recycling Sorting Line at Newby Island Resource Recovery Park



The Newby Island Recyclery is a single-stream MRF and a mixed dry waste materials recovery facility. The facility is operated to

highest standards in the industry and is a nationally acclaimed recycling facility. The use of technology, investment in stationary and mobile equipment and best management practices allows the facility to maximize material recovery and minimize residue. Single stream recyclables are processed through the facility with mechanical and manual separation methods. Facility tons are tracked through an inbound scale from other jurisdictions.

As of November 2024, and with the authorization of the City of Clovis, Republic is set to begin taking the City's recyclable materials to Newby Island Resource Recovery Park and is proposing to continue to take recyclable materials to this site via the rice road transfer facility.

This will allow for Republic to dispose of recycling materials at our Rice Road Transfer facility located at 10463 N Rice Rd, Fresno, CA before consolidating materials into larger trucks to be transferred/d to the recycling facility. This will make for less on the road and thus less emissions in the Clovis and Fresno area.

Processing Cycle

Recycling trucks collecting from curbside or commercial locations will take their loads to the Republic's transfer station at Rice Road, before the materials will be consolidated and transferred to Newby Island, where it will be

Figure 30 **Committed to Sustainability.** Our state-of-the-art equipment minimizes residual waste.



Republic Services

weighed in and continued to the tipping area. Trucks will tip their loads, and the loads will be pushed by a rubber-tire loader into stockpiles in preparation for processing.

The mixed materials will travel to a quality control station where contaminants and undesirable material will be removed. Materials will go over an old corrugated cardboard triple deck screen that has a series of shafts with discs that remove cardboard from the material stream.

Remaining materials will then travel through the old newsprint screens, which pull the lighter newsprint material over the deck while heavier materials (plastic, steel, glass, and aluminum) will fall onto a debris roll screen and larger plastic and steel dumpsters roll off onto a conveyor. The spacing of the old newsprint screens will allow the glass to fall through (where glass is included in the program) and then be conveyed to the glass screening system. An electromagnet will pull any metal cans out of the paper stream and the paper stream continues for further separation.

Method of Tracking Tonnage

All inbound and outbound materials will be weighed in at the onsite scale and tracked through account truck assignments. Transaction data will be recorded in our electronic database program. The system has



Figure 31 **Industry Leading Recycling Capabilities.** Established screening processes to maximize material recovery.

Competition Sensitive

Page 34

been customized for use by recycling operations and allows for the recording and reporting of inbound and outbound material flow.

Inbound materials are recorded by weight, truck number, date, time, material type and City of origin. Republic Services has the capability to provide reports detailing diversion information for the City's reporting requirements. Based on current projections, Republic anticipates approximately 8,38 tons of recyclable materials a year from the City of Clovis, with 6,519 from cart collection and 1,868 from bins collection.

Permits and Regulatory Compliance

Republic Services strongly supports and advocates sustainability as a core component of our values. Republic Services understands that the sustainability of the environment depends on protecting and preserving natural resources and educating current and future generations on environmental compliance. In fact, Republic Services' sustainability program centers on the theme of "Protecting Today's Environment for a Better Tomorrow." This message is important to the quality of life and regional prosperity in the communities we serve and why compliance to federal and state law is so important to us.

Polymer Centers and Advanced Technology

Through innovation and investment, Republic Services is advancing circularity for plastics. It's the first time a single U.S. company will manage the plastics stream from curbside collection to delivery of high-quality recycled content for consumer packaging.

In other companies, plastic processed at the recycling center is typically sold to a company that will "downcycle" the plastics into products like clothing, carpet, or construction piping. Although these participants in the industry do play an important role in

recycling plastic commodity, the end result is typically a product that will not be recycled at the end of its useful life. The Republic Services Plastics Polymer Centers will advance circular economy for the long term, by ensuring that plastics collected at the curb are processed to be used in consumer packaging again. This means a water bottle will in fact become another water bottle.

In recent years, consumer brands have set ambitious targets to use more post-consumer content in their packaging, but the current supply of production grade recycled plastics falls short of the national demand. The Republic Services Polymer Center will meet this increasing demand for reliable, high-quality supply of recycled plastics, helping consumer brands achieve their sustainability commitments.

Rigid plastics collected from residential and commercial customers and sorted at local recycling facilities will be delivered to the Polymer Center for processing, including shredding and hot washing or sorting by color. The facility is expected to produce more than 100 million pounds per year of recycled plastic products including 100% post-consumer PET flake delivered to the food-grade marketplace to enable bottle-to-bottle circularity. In addition, HDPE, and PP packaging such as detergent jugs, which today are collected in multicolored bundles, can be separated by plastic type and color, allowing, for example, an orange jug to be recycled into another orange jug.

The first Polymer Center opened in Las Vegas in 2023, and processes plastics from Republic's recycling facilities in the West. PET from Newby have been transported to Las Vegas for full circularity.

Republic anticipates opening an additional three centers by 2025 to provide national coverage and further drive circularity.

Republic Services is proud to lead the industry in innovation and investments that

promise to expand traditional recycling to meet the sustainability needs of our customers and the planet.

Additional Information

Newby Island Recyclery is officially owned by the legal entity name of Browning-Ferris Industries of California, Inc. The contact name and number for the site is General Manager Enrique Perez, who can be reached at 408-858-6861. Please see the next pages for the following: 1). Statement of whether the facility has all the necessary permits as required by Applicable Law & 2). Proof of permitted capacity. As indicated in the previous section, Republic is proposing the same list of acceptable materials as outlined in the draft agreement.

Recyclable Materials - Letter Guaranteeing Capacity



November 15, 2024

RE: Available Processing Capacity

City of Clovis Staff,

As the General Manager of the BFI Newby Island Recyclery, I, Enrique Perez, attest to the fact and certify that the facility can guarantee both daily and annual capacity for the recyclable materials collected under the Collection Agreement throughout the term of the Processing Agreement. The facility has a daily permitted capacity of 1600 tons per day and is currently operating at 31% capacity. Browning-Ferris Industries of California, Inc. guarantees processing capacity through the term of the agreement if the City of Clovis contract is awarded to Republic Services of Fresno.

Enrique Perez



General Manager

Proof of Permitted Capacity

SOLID WASTE FACILITY PERMIT		Facility Number: 43-AN-0014													
1. Name and Street Address of Facility: BFI Newby Island Recyclery 1601 Dixon Landing Road San Jose, CA 94538		2. Name and Mailing Address of Operator: Browning-Ferris Industries of California, Inc 1601 Dixon Landing Road Milpitas, CA 95035													
3. Name and Mailing Address of Land Owner: Los Esteros Ranch, LLC 1125 N Amphlett Blvd San Mateo, CA 94401															
4. Specifications:															
a. Permitted Operations: ☐ Solid Waste Disposal Site ☐ Transformation Facility ☒ Transfer/Processing Facility (MRF) ☐ Other: _____ ☐ Composting Facility b. Permitted Hours of Operation: Receipt of Refuse/Waste: <u>24 hours a day, 7 days a week</u> Ancillary Operations/Facility Operating Hours: <u>24 hours a day, 7 days a week</u> c. Permitted Maximum Tonnage: <u>1,500</u> Tons per Day d. Permitted Traffic Volume: <u>Traffic will be regulated as per CCR, Title 14, Section 17418. Traffic flow through the facility shall be controlled to prevent the following: (1) Interference with, or creation of a safety hazard on adjacent public streets or roads, (2) on-site safety hazards, and (3) interfere with operations.</u> e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations): <table border="1"> <thead> <tr> <th></th> <th>Total</th> <th>Disposal</th> <th>Transfer/Processing</th> <th>Composting</th> <th>Transformation</th> </tr> </thead> <tbody> <tr> <td>Permitted Area (in acres)</td> <td>10 Acres</td> <td>N/A</td> <td>5 Acres</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table> Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.					Total	Disposal	Transfer/Processing	Composting	Transformation	Permitted Area (in acres)	10 Acres	N/A	5 Acres	N/A	N/A
	Total	Disposal	Transfer/Processing	Composting	Transformation										
Permitted Area (in acres)	10 Acres	N/A	5 Acres	N/A	N/A										
5. Approval:		6. Enforcement Agency Name and Address:													
 Approving Officer Signature Rachel Roberts, Deputy Director Planning, Building and Code Enforcement		City of San Jose Local Enforcement Agency (LEA) Planning, Building and Code Enforcement Department 200 East Santa Clara Street, T-4 San Jose, CA 95113-1905													
7. Received by CalRecycle: January 20, 2016		8. CalRecycle Concurrence Date: January 26, 2016													
9. Permit Issued Date: January 27, 2016	10. Next Permit Review Due Date: January 27, 2026	11. Permit Modification Date:													

SOLID WASTE FACILITY PERMIT	Facility Number: 43-AN-0014																				
12. Legal Description of Facility: Located on the South side of Dixon Landing Road, approximately 1,700 feet westerly of Interstate 880, Section 36 of Township 5S, Range 1 W, Mount Diablo Baseline and Meridian (portion of APN 915-31-033). The site latitude and longitude are approximately 37 degrees 27 minutes 14 seconds North and 121 degrees 55 minutes 45 seconds West, City of San Jose, Santa Clara County, CA.																					
13. Findings: a. This permit is consistent with the Santa Clara County Integrated Waste Management Plan (November, 1995), which was approved by CalRecycle on July, 1996. b. The location of the facility is identified in the Countywide Siting Plan as a Non-disposal Facility Element, pursuant to Public Resources Code (PRC), Section 50001(a). c. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010. d. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009. e. The San Jose Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151. f. An Environmental Impact Report SCH# 2007122011 was certified by the City of San Jose Planning Commission on June 6, 2012. This Amended EIR describes and supports the design and operations which will be authorized by the issuance of this permit.																					
14. Prohibitions: The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency. Exceptions: Triple Rinsed Containers in accordance with Title 22 CCR § 66261.7.																					
15. The following documents describe and/or restrict the operation of this facility: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%; text-align: center;">Date</th> <th style="width: 35%;"></th> <th style="width: 15%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Transfer/Processing Report (and subsequent Amendments)</td> <td style="text-align: center;">June, 2011</td> <td>Land Use and/or Conditional Use Permit</td> <td>PD-AD 97-03-251, Mar, 1997 EIL 93-04-015, June, 1993 PD 93-06-032, Nov, 1993</td> </tr> <tr> <td></td> <td></td> <td>Additional Land Use Permits</td> <td>PD 95-068, AD-06-605, June, 2006 PD 95-068, AD 11-1008, Jan, 2012</td> </tr> <tr> <td>BAAQMD Permit to Operate # 5472</td> <td style="text-align: center;">Nov, 2013</td> <td></td> <td></td> </tr> <tr> <td>Negative Declaration; SCH# 198712513 Environmental Impact Report SCH# 2007122011</td> <td style="text-align: center;">Sept. 1987 Sept, 2012</td> <td></td> <td></td> </tr> </tbody> </table>			Date		Date	Transfer/Processing Report (and subsequent Amendments)	June, 2011	Land Use and/or Conditional Use Permit	PD-AD 97-03-251, Mar, 1997 EIL 93-04-015, June, 1993 PD 93-06-032, Nov, 1993			Additional Land Use Permits	PD 95-068, AD-06-605, June, 2006 PD 95-068, AD 11-1008, Jan, 2012	BAAQMD Permit to Operate # 5472	Nov, 2013			Negative Declaration; SCH# 198712513 Environmental Impact Report SCH# 2007122011	Sept. 1987 Sept, 2012		
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SOLID WASTE FACILITY PERMIT		Facility Number: 43-AN-0014
16. Self Monitoring: The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1 st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4 th quarter monitoring report, unless otherwise stated.)		
Program	Reporting Frequency	
a. The operator shall maintain and make accessible on-site records for the LEA to document the following: daily gross tonnage through the gate. (The daily or monthly tonnage through the gate for the Recyclery includes the permitted MRF recyclables and transfer station materials. The operator shall maintain these records on the facility's premises for a minimum of one year and make them available to LEA personnel upon request.	As Noted	
b. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. The LEA shall be notified within one day if the complaint is confirmed by the operator.	As Noted	
c. In addition, the operator shall notify the LEA on the next business day or within 72 hours following written receipt of a Notice of Violation regarding the facility which has been received from other agencies.	As Noted	
d. The operator shall maintain a log to record the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream, the date they are segregated and the disposition of those materials shall be noted. This log shall be part of the "operating record" and shall be made available to LEA staff upon request.	As Noted	

SOLID WASTE FACILITY PERMIT	Facility Number: 43-AN-0014
17. Enforcement Agency (EA) Conditions: a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations. b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the LEA at all times. Please refer to the current approved Transfer/Processing report for examples. c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the LEA. d. The maximum permitted daily tonnage for this facility is 1,600 tons per day, and shall not receive more than this amount without a revision of this permit. <i>(The maximum tonnage consists of all materials received including recyclables and residual waste.)</i> e. This permit is subject to review by the LEA and may be temporarily suspended or revoked at any time by the LEA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44303 et seq and associated regulations. f. The LEA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance. g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change (as determined by the LEA), requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the LEA at least 180 days in advance of the change and receiving approval for that change. h. This permit supersedes all previous SWFPs for this site. A copy of this permit shall be maintained at the facility and available to LEA and site personnel. i. Stockpiling of recyclable materials will be carried out in the manner described in the LEA approved Transfer/Processing Report. The LEA may amend or further reduce stockpile heights, if in their opinion it is necessary in order to protect public health, safety and/or the environment.. j. All Facility operations shall be conducted in accordance with the operations and design described in the TPR and as approved by the LEA. k. The Operator should survey access roads and the perimeter of the property boundary of the Facility at least once each operational day and should remove for legal disposal any litter, waste or other illegally disposed materials. l. The Operator shall provide water misting equipment and watering trucks as necessary in order to control nuisance dust resulting from Facility operations, as deemed necessary by the LEA. The Facility Operator shall provide watering and clearing equipment as frequently as necessary in order to maintain access roads and internal roads in a manner that will minimize dust, mud accumulation and airborne nuisances, as determined by the LEA. m. Operational controls shall be established to preclude the receipt and disposal of hazardous wastes or other types of prohibited wastes. Load Checks will be performed as described in Appendix E of the TPR. The minimum number of load checks per month at this facility is four (4). The LEA may increase the number of load checks for sufficient cause.	

Marketing



Republic Services' Materials Marketing Group, a regional staff positioned throughout the country, is a team of highly experienced professionals who provide our recycling facilities with assistance in the identification of material recovery opportunities and the best markets and marketing opportunities for those materials.

Changing Markets- Reducing Contamination

In response to changes in Global recycling markets since 2018 due to the China Sword policy, Republic Services has worked diligently to reduce contaminated commodities throughout recycling systems in communities across the country and in our recycling centers.

To meet more stringent recycling standard thresholds after the China Sword policy was enacted, Republic Services slowed down processing lines, increased the number of sort-line employees, and invested millions of dollars in highly technical, automated sorting equipment. These MRF investments help Republic Services meet quality limits, and gain the highest value for commodities sold at market possible. For the City of Clovis materials, the local Republic Services educational team will work directly with customers to educate them on preventing common mixed recycling contaminants such as food, liquids, plastic bags, and trash.

Rice Road Transfer Station

Figure 32. City of Clovis recycling materials collected for waste characterization at Republic's Rice Road transfer station

Republic Services is proud to share that our transfer station located at 10463 N Rice Rd has received authorization and permitting for the volume of recyclable materials from the City of Clovis for transportation to Newby. Republic is also proposing use of Rice Road Transfer Station for the transfer of the City's organic materials to Kochergen Farms Composting. Organic materials will be weighed and documented by jurisdiction so as to provide the City with accurate tonnage and documentation. Please see Appendix E for permit documentation.

C. Recyclable Materials Marketing

Newby Recyclery markets and sells its materials in the following way:

Fiber – Sold overseas and domestically.

Metal – Collected and recycled domestically and overseas.

Plastic - PET, HDPE, and PP from Newby will be sent to our first-of-its-kind Las Vegas Polymer Center.

Plastic Circularity – Polymer Centers

With increasing desire to address the plastic recycling challenges, Proposed Alternatives and Value-Added Services, Republic Services offers a unique and leading ability to enable greater plastic circularity to our municipalities. There is a growing gap in the North American Supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers' increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exists for a third party to aggregate enough volume to make such

business economically viable. Republic Services has a solution for this challenge.

Of the 14 million tons of North American consumer packaging plastics that are generated every year, 2 million tons are recovered through modern recycling programs and centers. Of this, 1.7 million are “downcycled” while only 0.3 million tons (2%) are able to achieve circularity.

Republic Services is uniquely able to close the gap and address the growing demand in the North American CPG plastics market. We achieve this through our unwavering commitment to sustainability and by applying innovation and investment to yield a better future for our planet.

In 2023, we opened our first Polymer Center, located in Las Vegas, Nevada. This facility is the first of its kind in the industry and serve a refined hub-and-spoke model to serve our partner municipalities from the Northwest to Texas, including the County of Santa Clara and the rest of California. The Polymer Center was designed to centralize the complex and costly operations to more accurately separate the various grades of plastics into high-quality commodities that meet CPG manufacturers’ target requirements.

The first Polymer Center is intentionally positioned in the West, where legislative requirements for consumer packaging is driving increased demand for recycled plastic content. For more information, visit [RepublicServices.com/PolymerCenter: https://youtu.be/mYpUcDkylH4](https://youtu.be/mYpUcDkylH4)

The benefits that will impact the program is a high-quality single stream flow with very little or zero contamination. This is contingent on the material that is provided by the cities rate payers. The limitations, contamination issues and markets that will impact the program are highly contaminated recyclable material flow

with high MSW, organic content and wet fiber products.

D. Organic Materials Collection

Food and Organics programs are a key component of the circular economy, making up a third of the material that’s sent to landfills. Through diversion and processing, these materials can be returned to the community as renewable energy or compost.

Organics collection is part of the “evolving ton” – it’s not just trash and empty/clean/ dry recycling. Republic has extensive experience across the state of California assisting municipalities with implementing organic collection services to assist municipalities with their diversion and sustainability goals. As mentioned previously, after passing new amendments to existing agreements, Republic implemented new organic collection services to franchised customers in the City of Fresno and the County of Fresno. Much of the same strategies and methods used for the collection of recycling materials will be used for the collection of organic materials. You will find the list of trucks to be used, as well as containers to be included, the recycling collection section.

Residential Organic Collection

As specified in the RFP, under the new agreement, Republic will provide residential organic service to all single-family home carts placed curbside for collection (and provide roll-out service to residents approved by the City). Residential carts will be serviced on the same day as their MSW collection service provided by the City. The City of Clovis will continue to own all residential carts serviced by the contractor. Republic will use separate trucks for organic collection but will be of similar make and model as to those used for recycling collection. Please refer to the previous recycling collection section for information about automatic side-load trucks

that will be used for the collection organic materials.

Multi-Family & Commercial Organic Materials Collection

Multi-family and commercial organic materials collection services will be strategized and implemented in the same manner as the recycling service. Please see the recycling collection section for details about our proposed collection methodology, being mindful that organic carts and containers will be green, with a maximum size of 2-yard bins.

E. Organic Materials Processing

Figure 33. Kochergen Farms Composting Logo



Republic Services proposes continued partnership with locally-based and family-owned Kochergen Farms Composting Farms, the current processor for Clovis' organic materials. Kochergen has been processing green waste and food waste in the Central Valley for over 20 years, significantly predating the SB 1383 mandates. In addition, Kochergen Farms Composting's relationship with Republic Services dates back to December 2002.

With continued investments in technology, Kochergen is well positioned to continue to process materials from Clovis and have demonstrated sufficient capacity to handle projected increases of volume from organic customers as more multi-family and commercial organic entities are right-sized for service as the commencement of the contract. Republic anticipates that there will

be approximately 18,522 organic tons from carts and 333 from bins for a total of an estimated 27,242 organic tons collected on an annual basis. Please see our cost proposal for more information.

Figure 34. Kochergen Farms Composting Site



Materials will be transferred by Kochergen Farms from Republic's Rice Road Transfer Station to the processing site at 33915 Avenal Cutoff Road in Kettleman City, California. Upon award of the contract, Kochergen and Republic Services have committed to enter a formal agreement. As of November 15, 2024, Republic's rate for organics processing is \$35.50 per ton. Kochergen's rates are based on operational and regulatory compliance costs required to provide a reliable outlet for organics and to produce a high-quality compost product suitable for a variety of end users.

Should the City elect to proceed with negotiations with Republic, Kochergen is willing to provide disclosure of litigation and regulatory actions as well as payments of fines, penalties, settlements, or damage directly to the City. Please see Kochergen's letter for contact information.

As with its current practice, Kochergen tracks and documents all tonnage delivered by customer, material type, tonnage, and truck number to all incoming loads. This, combined with Republic's data tracking of organic loads,

will assist the City with their sustainability and compliance goals.

In the following pages, Republic has provided a letter from Kochergen Farms Composting ensuring sufficient capacity for Clovis' organic tonnage. Additionally, Republic has provided documentation of its Rice Road Transfer Station to confirm it is permitted to receive recyclable and organic materials for the purposes of transferring.

Additionally, Republic is proposing that organic materials collected abide by the specifications of the draft agreement with reasonable acknowledgement of requirements of the approved processing facility. With this noted, Republic has secured a list from Kochergen Farms Composting identifying current acceptable materials. Republic is proposing a list of materials in which compostable plastic bags would not be acceptable in the organic materials stream at the present time.

Kochergen Farms - Letter of Sufficient Capacity



November 19, 2024

City of Clovis
1033 Fifth St
Clovis, CA 93612

Subject: Letter of Commitment for Organic Materials Processing for Republic Services

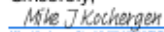
To Whom It May Concern,

We are pleased to submit this letter of commitment as part of Republic Services' bid for the City of Clovis's organic material collection services. Kochergen Farms Composting, Inc. is dedicated to providing reliable solutions for organic waste management, and we appreciate the opportunity to support Republic Services in this effort. Kochergen Farms Composting, Inc. agrees to enter into a processing agreement with Republic Services throughout the term of the City of Clovis agreement, ensuring sufficient capacity for the City of Clovis organic material.

Our facility will be prepared to accept residential and commercial organics collected from the City of Clovis. In addition, we are in the process of installing a food waste depackaging system, which is scheduled to be operational in early 2025. This system will enable us to efficiently process residential and commercial food waste, ensuring that we can handle a broad range of organic materials. We recognize the importance of addressing contamination in the waste stream, and we are committed to working closely with Republic Services and the City of Clovis to implement effective strategies for minimizing contamination.

We look forward to the opportunity to work with the Republic Services team to provide organic material processing services. Should you have any questions or require additional information, please do not hesitate to contact us at 559-498-0900.

Sincerely,



(Name of Kochergen Farms is a 2024-2025 PLS)

Mike J Kochergen, President

Kochergen Farms Composting, Inc.

Kochergen Acceptable Materials



Acceptable Materials

Green (Leaves, Grass Clippings, Plants, Brush, Weeds)
Untreated Wood Waste (Sawdust, Wood Chips, Stumps, Tree Prunings)
Food (Fruits, Vegetables, Bread and Grains, Eggshells, Nutshells, Coffee Grounds, Plate Scrapings)

Green Waste



Untreated Wood Waste



Food



X Unacceptable Materials X

Plastic Utensils, Plastic Bags, BioPlastics (Anything Labeled "Compostable")
 Styrofoam, Glass, Materials Recovered from Municipal Solid Waste, Paint-
 ed-Stained-or Treated Wood, Plywood, Pressboard, Ash/Biochar, Glossy-Col-
 ored-or Waxed Paper Products (including Cardboard), Paper Products with Ink,
 Mulch or Fertilizer Bags.



F. Organic Materials Marketing

Having a local presence in the Central Valley for over 20 years, Kochergen has an extensive network of end users for our compost products and markets to local farmers, nurseries, landscape contractors, material brokers, and homeowners. Under the agreement, Kochergen will continue to anticipate and respond to fluctuations in quantity and composition during the annual year. Additionally, Republic will work with City of Clovis customers and residents to provide education to minimize landfilling and increase the diversion rate of the City.

G. Ancillary Services

Holiday Christmas Tree Collection

Under the current agreement, Republic conducts annual curbside Christmas Tree collection. Under the new contract, Republic will provide customer service as outlined in the draft agreement and RFP.

Holiday trees will be collected curbside for fourteen (14) Working Days beginning December 26 at no additional charge to the customer. Residents may place holiday trees in the street, at the curbside for pick-up on regular collection days. We just ask that residents remember to remove tree stands, ornaments and any other non-organic materials.

Guidelines for Holiday Tree Collection

Residents will be asked to use the following guidelines when placing their holiday trees out for collection:

Cut tree into small pieces (less than 3-feet in length) and place loosely into the green organics cart or; place in the street, at the curbside, for pick-up on your collection day.

Used Motor Oil and Filter Collection Program

Republic Services has developed an environmentally responsible and efficient process for collection of used motor oil and used motor oil filters. On regular recycling days, our drivers will pick up used motor oil and used filters that are placed in approved, sealed containers (e.g., milk carton or similar container). Customers may place up to 2.5 gallons of used motor oil curbside per individual Dwelling Unit per week on their collection day at no additional charge.

During collection, our drivers will exit the vehicle, pick up the used oil containers and deposit them into a special holding container on the body of the vehicle for emptying and recycling. The used oil filters will be deposited in a special holding container on the body of the vehicle for emptying and recycling.

Sharps Collection Program

Republic Services is a full-service provider of sharps Mail-Back disposal systems. We offer this program under the current contract and are excited for the prospect of continuing to publicize this program in the future. We provide a complete, safe, cost-effective, and convenient method for disposal of medical sharps. Customers simply visit www.republicsharps.com for ordering information. Customer using the Sharps Waste Collection Program will receive one mailing kit per calendar year at no additional charge including postage within one (1) week of request. Additional kits shall be provided for a fee.

Kits include all components required for collection, transportation and disposal of medical sharps:

- One (1) – one and four tenths (1.4) quart container
- Step-by-step instructions
- Pre-paid and pre-addresses return shipping labels
- Pre-paid disposal
- Tested for safety and Approved by the United States Postal Service for use in all 50 States

The following items are acceptable under Republic's program:

- Needles and syringes
- Razor blades
- Orthodontic wires
- Scalpel blades and lancets
- Glass pipettes, slides and tubes
- Broken, contaminated glass
- Staples and wires (cardio-catheter wires)
- Disposable suture sets and biopsy forceps
- Electrocautery tips

Battery and Cellphone Collection Program

Republic Services will collect household batteries and cell phones placed on top of the recycling cart in customer provided clear zip-lock or tie-close plastic bags. Republic Services collection personnel will take the bag at the point of collection.

Acceptable batteries for collection will include:

- Batteries that bear the three (3) chasing arrows or a comparable recycling symbol
- Nickel-cadmium batteries labeled "nickel-cadmium" or "Ni-Cad," with the phrase "Battery Must Be Recycled Or Disposed Of Properly."
- Regulated lead-acid batteries labeled "Pb" or with words "Lead, Return, and "Recycle" and if the regulated batteries are sealed, the phrase "Battery Must Be Recycled."
- Rechargeable consumer products containing non-removable Ni-Cad batteries must be labeled with the phrase "Contains Nickel-Cadmium Battery. Battery Must Be Recycled Or Disposed of Properly."
- Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with

the phrase "Contains Sealed Lead Battery, Battery Must Be Recycled."

Through direct multi-family customer communications, Republic Services will make appropriate arrangements for the placement of battery, cell phone, and CFL recycling receptacles—Republic Services "Bat Buckets"—that can serve the needs of the entire MFD complex. Republic Services will communicate with property managers to determine the most convenient and environmentally responsible placement of Bat Bucket location(s) within the MFD complex and will provide educational information and additional Bat Buckets within five (5) working days of property manager's request.

H. Optional Services

Multi-Family Kitchen Pail Program

Republic is proposing an opt-in kitchen pail delivery program for all multi-family units in which Republic will both order the kitchen pails and conduct deliveries. Republic has experience implementing this for single-family units and multi-family units in the County of Fresno and for multi-family dwellings in the City of Salinas. At this time, Republic proposes that the timeframe for all deliveries to be completed six months after receiving the delivery of ordered kitchen pails. However, if it is the preference of the City for a quicker delivery turnaround time, including all deliveries to be completed before contract commencement time, Republic is willing to discuss implementing options.

Commercial Container Cleaning or Exchanges

Republic is proposing an opt-in program for all commercial customers to receive one free exchange or cleaning on an annual basis per container. Commercial customers would receive this service after calling into the local office in Clovis or visiting in-person to request

it. Commercial customers will be reminded of their opportunities for exchanges/cleaning via quarterly newsletter and other educational materials that are dispersed during route review and site visit processes. Please see our rate proposed in the financial forms.

I. Implementation Plan

We have successfully implemented new or emerging services into our 2,400 municipalities nationwide. Our team takes pride in our ability to implement new services without service impacts.

Our Philosophy

Your transition will take into consideration the unique needs of the contract and Clovis. The key to success, regardless of project details, relies on communication plans to include:

- We start with a plan, crafted in collaboration with the Clovis. This plan includes milestones, roles/responsibilities and contact information and timeline for execution.
- Frequent, proactive communication with the Clovis to ensure no surprises along the way.
- Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is open communication is best for everyone. Should a bad situation arise, it gives everyone a chance to prepare and respond in a timely and calm fashion.
- Data sharing and field coordination with your municipal sales manager as new accounts are added.
- Monitoring of open service notes is critical, especially when the new contract term date nears. Republic Services will work with Clovis to address any outstanding concerns prior to the implementation of new services. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.
- Timely and appropriate communication with residents and businesses—from events and mailings to website information and direct communication

Decades of experience partnering with municipalities to implement new programs in the community

- 90% track record of successful extension or retention of existing partner contracts
- 95% overall customer retention
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed
- National strength, with local experts

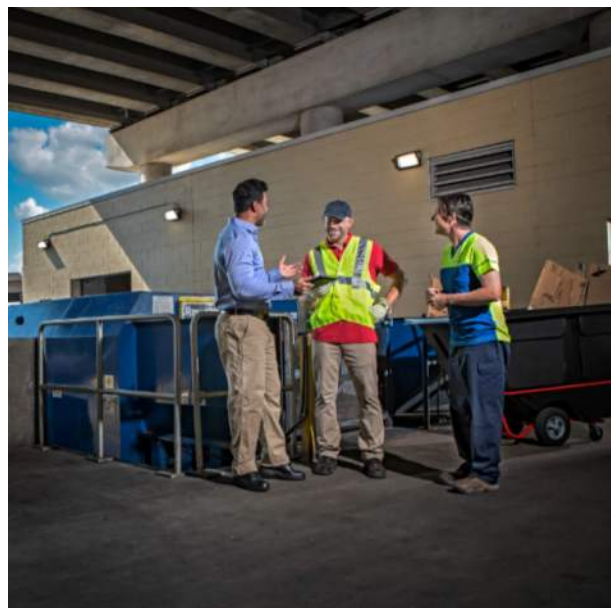
(phone, email, live chat, etc.). Redundant communications through a variety of channels is paramount to success.

- Daily communication with the internal team to assess project status.
- Our operations management will meet with our supervisors and maintenance crews daily to ensure critical-path items are addressed.

Right-Sizing Outreach

Given the tight turnaround period requested by the City, Republic offers the advantage of already having a presence within the City,

*Figure 35. **Open Communications.** Republic Services communicates with residents and businesses regarding services changes.*



allowing us to be able to commence new services on August 1, 2025. Upon awarding of the contract, Republic will contact all customers to conduct “right sizing” before the beginning of the agreement.

All customers with containers provided by Republic will also be notified of their refurbishment or replacement of their existing bins with the new color scheme explained. Republic will also disperse an educational mailer commercial and multi-family customers, as well as sites with insufficient levels of recycling or organics service, informing them of state requirements for recycling and organic materials collection.

Additionally, Republic will conduct a mass phone communication operation to commercial and multi-family entities to solicit right-sizing site-visits. Communications will provide all recipients with a phone number to reach a Republic team member for a phone interview, and, if desired, a site visit to verify the site’s recycling and organic materials collection needs. Republic may pursue additional in-person methods to connect with customers and evaluate their collection needs. Customers will also be informed of their opportunity to apply for a waiver and which categorizations the California SB1383 allows for service exemption.

With the objective of having every account appropriately set up with the optimal-sized containers and scheduled service by August 1, Republic will utilize staff members to contact all non-compliant sites and conduct “right-sizing.” City facilities will receive their containers prior to the contract term start date.

Importantly, Republic will request for weekly check-in meetings with the City’s contract manager to brief the City on the status of new accounts, waiver statuses, and bins exchange/delivered/refurbished.

At the commencement of the new term, any commercial or multi-family units without

recycling or organic materials collection service will either have been granted a waiver or be non-compliant with the expressed requirements of the City. In the case of the latter, Republic will provide a list of all accounts that are unwilling to increase service levels and/or have ignored outreach attempts. Upon direction of the City, Republic can continue to contact said entities.

By August 1, Republic will be ready to perform the scope of services as outlined in the draft agreement, with all bins in the service of the contract being refurbished as “like new” containers.

J. Customer Service

Republic is committed to providing excellent customer service to the City of Clovis. In keeping with the requests of the City, Republic Services will lease an office space within the City of Clovis that will be staffed by a representative of Republic Services, operating from 8 am to 5 pm, Monday through Friday.

Republic will hire and train a new customer resource specialist (CRS) agent to fully dedicated to the City of Clovis. Their job duties will include answering incoming calls and assisting visiting customers and residents in-person. Our CRS agent will be trained through our customer service system best practices program but will answer calls coming from Clovis residents/customers.

Local Office, Local Agent

In the case of high call volume or this individual being out on leave, phone calls from Clovis will be directed to the Fresno Pod customer service line.

Two educational advisors dedicated to the City of Clovis--the sustainability advisor and compliance advisor--will also spend time in the local office, though their duties will require them to spend much of their workday out in the field.

Overflow Calls

We have redefined the best practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Over the past 5 years, Republic Services has redefined the way we deliver customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Additionally, those prior investments in establishing a national customer service network and tool suite enabled us to lead the industry in our rapid response to the pandemic, when we shifted 1,800 agents to a work-from-home posture in three days, and never dropped a call.

Access to Live Agents

When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal customer service models. For years prior, we had invested to consolidate our agents into three national call centers, leveraging technology and training to offer a superior experience to callers.

In 2020, over 1800 agents began taking calls from home, completely seamless to the customers who were calling. Throughout the months-long pandemic, we found our agent performance improved, average call metrics improved and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology.

This is a very powerful model when looking at attracting and hiring the best call center talent, without the geographic limitations of either a "local" or "consolidated" model. By being open to a remote workforce, we found an increase in agents interested in working

part time hours, as well as a willingness to log in to gain a few extra hours to cover times of higher call volume.

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7 M calls were received during that timeframe, when our call centers were open Monday through Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m. When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume.

This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:30 a.m. to 5 p.m.

Process For Handling Calls

When a customer calls a CRS agent, a sophisticated series of actions begin:

- Initial call-prompt questions for the customer help determine the complexity of the request. Simple requests are routed for agents that can handle calls remotely, while more complex needs can be routed to specialized agents with advanced skills and knowledge of the geography and local operations if appropriate.
- The customer's phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of the service address, level of

service, past service requests, and City-specific contract information. This knowledge-based system even shows the customer's current weather.

- The agent confirms the customer's name and service address and begins to assist the customer with their request.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can access additional systems to run the resolution to ground.
- Often, the customer's concern is handled by the time they hang up the phone. For those calls requiring operations support the issue is scheduled for resolution in a timely manner.

Post-Call Analysis

Customer Satisfaction Surveys

When a call is completed, the customer is offered the opportunity to take an optional 3-question survey, enabling them to tell us if they are satisfied with the service we have provided. This immediate insight tells us

Figure 364 . **Immediate Customer Feedback.** Customers can answer a simple post-call survey, offering us immediate insight into customer satisfaction.



Republic Services

daily that we are on track, and enables us to take corrective action quickly if ever needed. The survey is voluntary and if customers choose to participate, they are asked 3 simple questions.

- **Question 1:** On a scale of 0-10, How likely would you be to recommend Republic Services to a friend or colleague? 0 meaning that you are 'Not at all Likely' and 10 meaning you are 'Extremely Likely' to recommend Republic Services as a recycling and waste provider.
- **Question 2:** Were we able to resolve your issue or answer your question on this call?
 - a. Press 1 if yes
 - b. Press 2 if the agent could not personally resolve your issue but told you what to expect next.
 - c. Press 3 if the agent did not resolve your issue and did not tell you what would happen next.
- **Question 3:** Once you reached an agent, how long did your call with Republic last? Did it take:
 - a. Press 1 if less time than you expected,
 - b. Press 2 if about as much time as you expected, or
 - c. Press 3 if more time than you expected

Our 2020 results are offered in the figure at left, indicating NPS with a 9.2 out of 10 satisfaction; 97.8% of callers feeling we achieved first-call resolution; and 95.1% feeling we handled their needs in a reasonable time.

Net Promoter Score

Our Voice of Customer program captures feedback from more than 200,000 customers each year. Net Promoter Score (NPS), is at the core of our Voice of Customer program. Most anyone can recall answering the tell-tale

Competition Sensitive

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NPS question, "On a scale of 1-10, how likely are you to recommend this service to a friend or family member?" Republic Services' strong NPS performance has demonstrated that our customers appreciate our service and our strong commitment to them.

Customer Self-Service

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.

For this reason, Republic Services has invested to create state-of-the-website and mobile app.

Our customers now can us 24/7 via our website, www.RepublicServices.com or <https://www.republicservices.com/municipality/clovis-ca>. They can also access resources via our Republic Services mobile app

Our self-service options are designed to improve overall response time, enabling

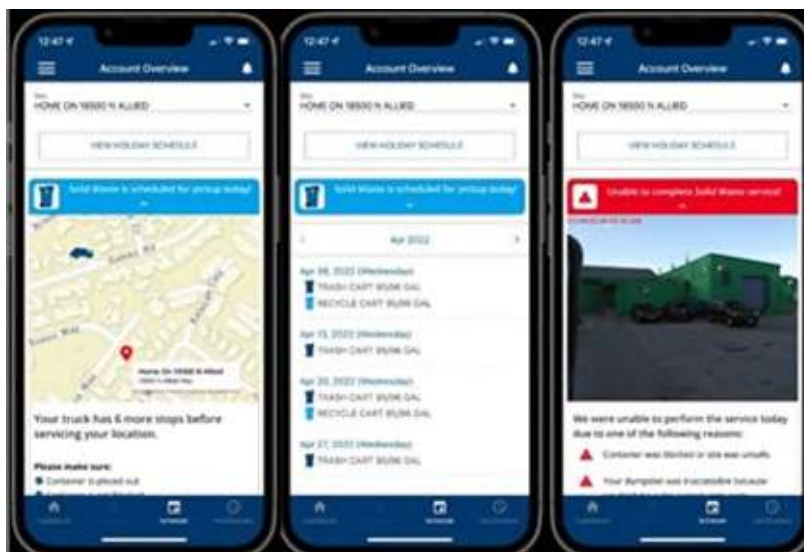
resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.

Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay and paperless billing
- Submit inquiries or complaints
- "Track My Truck" where customers can see where a truck is currently located on route.
- Service alerts to notify residences or businesses of changes or delays. Alerts such as a blocked containers will provide a notification with a photo uploaded to the app.
- Email Republic and receive a reply within 1 business day.

"Track My Truck" will be a service available to multi-family and commercial bin customers.

*Figure37. **Track My Truck and Service Alerts** – when a customer enrolls on our mobile app.*



In order for this service to be available for Clovis single family home residents, Republic will need a full list of addresses of all residences from the City. Republic proposes that prior to the commencement of the new agreement, Republic acquire a full list from the City so that these addresses can be entered into our tracking systems. In doing so, residents can sign up for non-billing accounts online and opt-in to track-my truck.

Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails

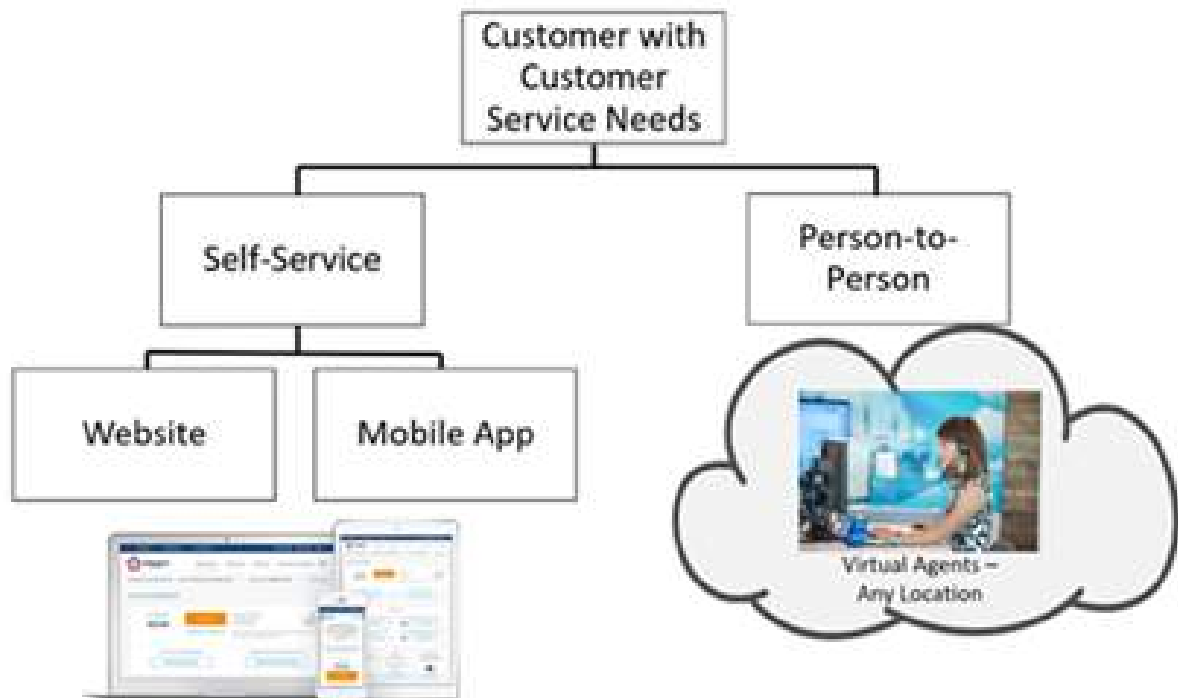
Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails

to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes. Residents and business owners can opt in and out of this communication with options for phone, text and email for most alerts.

Digital Operations

We are leveraging technology to digitally connect our customers, drivers, dispatchers, supervisors and trucks via our RISE dispatch platform and in-cab technology. We are utilizing an agile iterative approach to the development and multi-year roll-out of this technology to ensure durable adoption across our driver workforce. With the roll-out of this technology, we are improving productivity through more real-time routing information and data visualization tools; increasing

Figure 38. Comprehensive Customer Service. Our customer service offering spans self-service options to person-to-person contact to offer unmatched service, 24/7 daily.



customer connectivity and enabling automated service verification communications; and enhancing the employee experience by providing better tools and technology designed around how our employees will interact with it.

Technological Impact

The expansion into digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day. In addition to increased transparency, customers will have access to our mobile application, website and other resources that allow deeper interaction of their account,

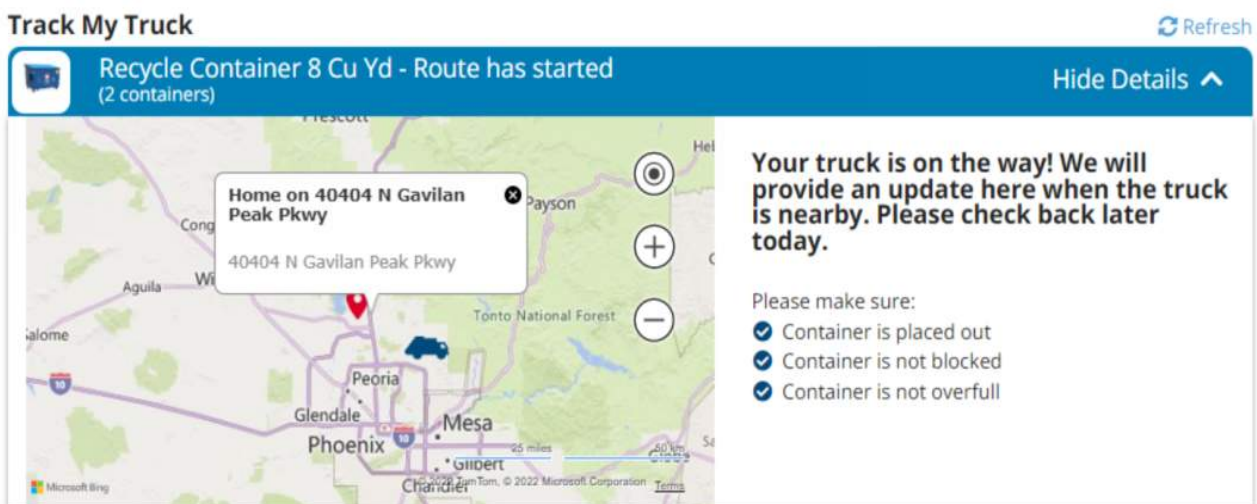
ability to request additional services and other items such as paperless billing and notifications.

Emerging Technology

Lastly, our innovation and technology teams are constantly monitoring emerging technologies and running operational pilots to determine capabilities that may be suitable for fielding into our live operations across the country. Many times, emerging technologies are unreliable, or struggle to scale to large operations. Other technologies attract attention based on marketing claims that often do not play out when deployed in a large operation for a long period of time.

For this reason, we monitor technologies and capabilities that offer promise, and pilot them to confirm they can be applied without impact to your contract. Once this occurs, we implement seamlessly into the operations, and notify any stakeholders who can benefit from the insertion when completed.

Figure 39. **Track My truck;** Customers can now view their truck proximity when enroute to their location.



Missed Pickups, Late Setouts, Spills, and Litter

When a missed collection is reported—whether a miss actually occurred or not, Republic’s operations team takes it seriously and responds immediately as if every incident is actual. The route supervisor completes a root cause analysis on each miss and addresses it with the driver. Together they drill down on the incident to resolve issue or the conditions that created it. The general procedure for addressing all customer service inquiries and concerns is:

- If observed by a driver, driver to immediately self-report to dispatch and/or operations supervisor, even if it was not the “fault” of the driver.
- Document the incident/observed abnormal situation via photos.
- If received by Republic’s local CRS in Clovis or an external party, process a work order for a missed pickup, late set out, or spills and litter resulting from collection.
- CRS will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the task has been completed.
- This process is always aimed to be completed within the same-day, but there may be exceptions if the complaint is received after the designated cutoff time.
- Work orders are classified and kept in our internal systems for data-tracking and reporting purposes.

Containers in Need of Repair, Replacement, or Exchange

Drivers are in charge of reporting all containers in need of repair. For residential carts, Republic will inform the City of the

observation. For containers provided by Republic, once reported, either by customer or driver, Republic a work order is entered into our internal system and routed to the container delivery route. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

Noise Complaints & Collection Outside of the Times Authorized in the Municipal Code

Our local CRS in Clovis will note any noise complaint received from customers and inform operations. Our operations supervisor will immediately contact the driver and take appropriate action to ensure drivers are operating within authorized collection times. A CRS will contact customers and report the action taken.

Traffic and Sidewalk Obstruction During Collection

In the event that there is a traffic and sidewalk obstruction that prevents collection vehicles from serving the customer, the following steps are taken:

- The driver immediately reports the situation to the operations supervisor and dispatch, identifying the problem and the affected service addresses. The driver then proceeds safely around the obstruction on an alternative route to continue collection on the remainder of the route.
- Next, the driver discerns whether or not they believe the obstruction is temporary and captures this information with a photo, Operations leadership will determine if driver should return to the site later in the day or schedule a go-back for the following day.

- Republic will attempt to contact every affected service address as well as the City to inform them of the situation, the method of resolution, and estimated time of collection

Deliberate Non-Collection

If the customer sets out containers that include excess levels of contamination (a percentage to be determined by the City of Clovis and Republic) or hazardous waste materials, Republic will leave a non-collection notice. The non-collection notice will describe the type of violation and will warn the customer that in the future the container may not be collected if it contains nonconforming materials. It will include the date and time the notice was left or issued, describe the charge (if applicable to the customer).

K. Electronic Monitoring and Communication System

Great operations come from great people. Republic Services' locally based operations team draws from extensive training and the backing of a seasoned corporate support team.

Operations Overview

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. At Republic, we ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately.

In addition, our supervisors are out on the routes regularly and conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route and keeps the supervisor directly aware and familiar with the nuances of the route and the community.

Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

Figure 40. Our rigorous supervisor training program yields highly skilled operations teams.



Republic Services' operations team is market-leading through training, collaboration, and hands-on experience

- The most robust operations supervisor training in the industry
- Average of 15:1 route to dedicated supervisors' ratio – means prompt response and oversight for your community
- Proven optimized routing process ensures efficiency, safety, and minimal impact on City streets

Operations Training

Our operations supervisor training programs are second to none. Every supervisor, upon starting employment at Republic Services, attends a rigorous 2-week boot camp training course. Regardless of prior industry experience, this boot camp level sets all our supervisors on the Republic Services Way of running operations and builds a strong peer network with those who attend the training together. After the initial training boot camp,

supervisors engage in regular refresher and new training opportunities, between two and four times per year. This yields an operations supervisory team that shares best practices and constantly look for ways to improve on the level of service in your community.

Routing Optimization

Establishing the most optimized routes for a community has dramatic effects on the quality of service, safety, and efficiency of the collection operation through shorter routes, safety in the neighborhoods, and ultimately the wear and tear on the streets within the municipality.

We conduct a proven route optimization process, which involves a tight collaboration between the local team and our corporate route optimization team. Through several iterations, these teams collaborate, sharing local knowledge and details, while running our optimization processes to yield the best routes possible for Clovis. As an example of this process, we evaluate planned routes to ensure that trucks are not conducting collection on streets during times that are known for congestion or traffic.

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also can employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

Digital Operations

Republic Services utilizes the RISE platform which was built for Republic Service employees by Republic Service

employees. Republic Services of Fresno has used this technology for approximately four years. The RISE platform consists of three components:

- RISE Portal
- RISE Map
- RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map. The portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities. The RISE map quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit will help eliminate unproductive time and total miles traveled, limiting impacts on the City roads and emissions.

The last piece of the RISE platform is the RISE tablet that we employ in most vehicles. The RISE tablets provide our drivers with an electronic route sheet with turn by turn directions to ensure the most efficient route. The navigation software will use real time traffic condition to avoid delays and will incorporate safety mechanism that records the height, weight, and length of the truck to ensure overpass and bridges can support our vehicles.

Our state-of-the-art RISE route management system will allow Republic Services to conduct collections in a highly efficient manner, this will translate to fewer miles driven on the City street and fewer emissions.

pdvConnect

A highly stable and reliable method for managing our fleet operations is through the use of the pdvConnect system, which we have used in Clovis for approximately four years. Our drivers are equipped with work communication devices that have the pdvConnect software application. The Sonim XP5 offers the ruggedization and environmental specifications that our industry operations demand, yielding handsets that we can rely on. The operations dispatch team then utilizes the pdvConnect desktop application to monitor and communicate with the drivers out on routes throughout the day.

Reporting

Daily routes, vehicle route histories, and captured images are located through the pdvConnect dashboards, to offer increased visibility on the collection operation. We utilize this information internally to assess and optimize our operations, as well as to communicate summary reporting to the City where appropriate.

InfoPro

Republic's InfoPro software remains one of the tools used for customer management as a customer database. Billing information, service location, container specification, and rate information are the primary components of this module. Accounting controls as well as collection event information are displayed. A direct link to accounts receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts is stored in the service location section for commercial and some multi-family accounts. This system has been used in various forms for approximately twenty-five years.

The container's routing, processing/disposal, and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as:

monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates, and supplemental service rates. Historical rate information is also retained. Each service location (site) within the customer account has a unique contract number, each service location can have multiple container types such as a bin for recycling or a bin for organics. Line of business is designated at the container level.

Customer Service & Technology

Recognizing the importance technology plays in measuring and improving performance and customer satisfaction. For the City of Clovis, Republic's local customer resource specialist and any overflow agents will utilize Salesforce when fielding customer calls and have.

The Salesforce interface displays all info relevant to a specific customer, jurisdiction and contract. Salesforce connects to our Compass Knowledge Management Tool (KMT) system which is updated on an ongoing basis and is used for daily operating status updates to ensure CRSs have the most up to date information.

InfoPro and Salesforce are connected to one another and all information on Salesforce is fed back into InfoPro our customer management system. Dispatch monitors all work orders requiring driver action. Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order.

Local Customer Service Office

Our customer resource specialist dedicated to the City of Clovis will be located within an office in the city. In instances of overflow calls or when the specialist is out of office for time off, calls will be transferred to the "Fresno Pod," a group of customer service agents who work remotely in the Fresno area but understand the geography and service needs of residents and customers in the area. These

agents are also trained with our company's best standard practices.

Local Residential Calls

At this time, Republic does not have the capability for the City to view live access of trucks on route through RISE. Upon request, we can provide screenshots. As it is the City's preference to view this to aid in the response to resident calls, our resource specialist will be dedicated to the City of Clovis and can put in live case requests for go-backs after communicating with customers. Our dispatch and operations team are also happy to input go-back requests or courtesy services at the behest of the city, according to the requirements of the agreement.

Customer Service Standards

For a description of how Republic will respond to incidents such as missed-picks; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction; and safety collection during operations, please see our section for "Customer Service" as item "J."

Typical Call Sequence

When a customer or resident calls Republic, a sophisticated series of actions begin:

- Initial questions for the customer help determine the complexity of the request. Simple requests are routed for virtual agents that can handle calls. More complex needs may be routed to more seasoned agents with knowledge of the geography and operations if appropriate.
- The customer's phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of your service address, level of service, past service requests, and your city-specific contract information. This knowledge-based

system even shows the customer's current weather.

- The agent confirms the customer's name and service address and begins to assist the customer with the reason for their call.
- If the question requires communication with the local operations team (such as missed pickup or container exchange), the agent can instantly connect with the local operations team through our national network.
- Often, the customer's concern is handled by the time s/he hangs up the phone. For those issues requiring operations support the issue will be addressed in the most-timely manner.

Current Call Metrics

Republic strives for best practice call standards every day and we closely track our performance metrics to find areas for improvement. Currently, we monitor the following top three metrics as indications that we are providing our customers with a superior customer service experience:

- ASA: Average Speed to Answer (Measured from once the customer calls, selects the reason for calling, and then begins speaking to an agent)
- AHT: Average Handle Time (Measured by duration of time agent spends on a call with a customer, including any wrap up time needed after the call to document the customer's request or issue)
- ABN%: Abandonment Rate (How many customers hang up before an agent picks up)
- Service Level: The % of calls answered within our ASA goal by.
- Calls Handled: Number of calls handled (including customer callbacks).
- Calls Offered: Number of calls offered.

We monitor our calls throughout the day and use our experience to refine our models and

ensure we are optimized for the uncertainties that may arise from weather events or other local events. Our specific ASA is seasonal and specific to an area based on general trends and exemplary customer service objectives.

Please see Appendix D for a report that shows our metrics for 2024 through October 2024 for the Fresno Pod & Salinas Pod (Jurisdictions: City of Fresno, County of Fresno, City of Clovis, City of Salinas).

Daily logs of all complaints and inquiries are retained. Republic Services will maintain and retain customer service center records which, at a minimum, include the following customer service center statistics:

- Number of calls received and answered on a daily and monthly basis.
- Number of abandoned (dropped) calls on a daily and monthly basis.
- Average abandoned time (i.e., hold time before abandoning call).
- Percentage of calls answered by a person within twenty-five seconds on a daily and monthly basis.

Reporting Requirements

Republic would consider it an honor to elevate its partnership with the City and provide it with the necessary documentation to support the city with its state compliance, customer service, and sustainability goals. Our capability has been outlined by the sections above. Any exceptions or requests for discussion to such requirements are redlined in the draft agreement.

L. Environmental Issues

Excluded Waste Management

To assist with the identification of excluded waste, Republic trucks are equipped with hopper cameras that utilize artificial intelligence to identify excluded waste. Drivers are trained to watch their cameras and call the supervisor right away if identified. After the supervisor visits the site to verify, Republic is to notify the City

regarding what they observed and which resident and/or customer it was. All Republic employees are required to observe fifteen training videos and at the

Litter Prevention/Abatement Plan

Republic Services recognizes that external elements, like wind, can cause challenges when servicing containers, resulting in the occasional litter issue. That's why we have developed protocol to hold drivers accountable for litter that may result when performing collection.

▪ Using the Right Tools

Our best line of defense to prevent litter is using the right tools. Automated Side-Load (ASL) vehicles are equipped with efficient hydraulic systems that allow for compaction at idle speeds or even while on the move and a large 5-cubic yard hopper that greatly reduces the chance of litter and spillage. All collection vehicles will also be equipped with a remote camera that allows the driver's full visual access to the field of operation.

The ASL features a patented arm, which has an unmatched level of precision. The arm's design feature prevents spillage, which saves driver time while also protecting the environment. The arm's design also minimizes truck rocking. Most automated truck manufacturers have automated arms that begin picking up the container immediately, which can mean the arm is extended nearly seven feet while supporting

Figure 41. Preventing litter before it happens. Automated side-load trucks are designed to eliminate spillage.



the weight of the container, causing the truck to rock while the contents are being dumped. With our trucks, the arm is retracted for lifting, so the weight is over the suspension of the vehicle. This keeps the truck from rocking, which can greatly reduce driver fatigue, injury, and spillage.

Front End Load (FEL) vehicles, providing services most typically to commercial and multi-family customers, have the added benefit of an even greater line of sight while performing bin service. Not only are drivers able to see material continuously during service, but FEL vehicles are also equipped with a remote camera that allows the driver to watch material fall into the hopper.

- Preventative Maintenance

To prevent spillage during collection, our trucks are also kept on a preventative maintenance plan. Proactive maintenance is also performed prior to summer and truck hoses are thoroughly examined where there might be potential cracks due to heat.

- Keeping Our Community Tidy

For spills and litter occurs due to collection, our philosophy is simple: if we spill it, we clean it. Before leaving a service area, our drivers check for any spillage that may have occurred during collection and will clean up if any litter is found. Each collection truck is also equipped with a broom, dustpan, and

trash grabber to capture and collect even the smallest items.

To keep our drivers engaged, our drivers undergo routine trainings about the importance of observation. Any litter observed, either before collection or after, is to be documented. All staff at Republic receive litter and spillage preventive training.

Republic recognizes that litter prevention can be difficult during times of extreme weather or windy conditions. During this time, our drivers are trained to take extra precaution to observe conditions on the ground. Republic is ready and willing to discuss options for a joint gameplan regarding observed litter on the ground due in no part to collection failure. Additionally, Republic will employ a compliance advisor, whose major daily duty will be to perform route reviews and assist with education. This individual may be helpful in remedying education.

For fluid spillage or other significant fluid leakage, Republic drivers are equipped with spill kits containing kitty litter/absorbent and are trained to abide by the following:

Initial Response

- Assess the Situation:
- Determine the size, type, and location of the spill.
- Identify potential hazards (e.g., flammability, toxicity).
- Notify Dispatch or Supervisor on duty.

Safety Precautions:

- Wear appropriate personal protective equipment (PPE), including gloves, goggles, and protective clothing.

Contain the Spill:

- Use booms, dikes, and absorbent materials to prevent the spread of oil.
- Seal off drains and waterways to protect them from contamination.

Cleanup Procedures

- Absorbent Materials:

Apply absorbent pads, pillows, or granules to soak up the oil.

- Allow sufficient time for the absorbents to work before collection.

Manual Cleanup:

- Use shovels, rakes, or other tools to remove contaminated soil or debris.
- Collect waste in labeled containers for proper disposal.

Third Party Cleanup:

- Secure the area of the spill.
- Examine the area of the map given where the spill occurred.
- Saturate the floor with degreaser.
- Pressure wash the area of the spill.
- Use extraction hose to get all degreaser, water, and any extra oil off the ground.

Reporting and Documentation

- Incident Report:
 - Document the spill details, including the time, date, location, and cause.
 - Record the type and amount of oil spilled and the affected area.
- Cleanup Activities:
 - Keep detailed records of the cleanup methods used and the duration of the response.
 - Note the types and amounts of materials recovered and disposed of.
- Post-Cleanup Inspection:
 - Conduct a final inspection to ensure all oil and contaminated materials have been removed.
 - Verify that the area is safe for normal activities to resume.

Training and Preparedness

- Training:
 - Provide regular training to personnel on oil spill response and cleanup procedures.
 - Conduct drills to ensure readiness and effectiveness of response plans.
- Preparedness:

- Maintain an inventory of spill response equipment and materials.

- Regularly inspect and restock supplies as needed.

Reporting and Documentation

- Republic to notify the city as soon as made aware of the spill.
- Republic to notify the city of the status of the spill and provide pictures.
- Republic to notify the city of status of third-party vendor cleanup.
- Provide photos of stage of clean-up.

M. Public Education and Outreach Plan

Overview

Republic Services is committed to working in partnership with Clovis to develop and disseminate effective, targeted public education and promotional materials on a regular basis to all customers as part of a larger effort to achieve the City's diversion goals.

Republic Services brings a proactive, integrated approach to its customer communications and will use a variety of methods, such as direct mail, posters, media relations, special events, reply and opt-in emails, website and other methods as appropriate, to convey service and recycling messages to reach various audiences. We have extensive experience designing and implementing customized education and outreach programs for residential, multi-family and commercial customers that effectively promote recycling and increase diversion.

The goal of Republic Services Public Education and Outreach Program in Clovis is to increase recycling participation by engaging community groups and business associations and by directly educating residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer

service, cost, environmental benefits and State recycling requirements such as AB 341 and SB 1383.

To accomplish educational objectives, Republic Services will employ a full-time sustainability advisor who will dedicate their duties to the City of Clovis, with particular focus on outreach to residential, multi-family and commercial customers. Additionally, our compliance advisor, whose major duty will involve conducting route reviews via lid flipping and documentation, will assist with educational activities by tagging bins/carts, and assisting with outreach efforts.

We develop and maintain a library of public education programs and materials that our partners can leverage in their communities

- Instant access to information via website and My Resource™ app
- Facility tours
- Presentations to schools and community groups

The implementation of all programs will be done in a manner that is consistent with the City's goals for state compliance and solid waste management.

Elements of our messaging strategy include:

- Terminology – It is important to use words that the public understands and avoid industry jargon. Prior to developing outreach materials, Republic Services will meet with Clovis staff to decide on preferred terminology.
- Limited Text – Writing clearly will enhance key message comprehension and retention. Avoiding use of excessive text, using simpler words, and eliminating redundancy are key to Republic Services plan for effective collateral development.

- Use of Graphics – Messaging has moved from long "Yes, No" lists, to full-color photos and catchy graphics, especially in items designed to appeal to children. The use of blue to indicate recyclables and green for organics is becoming more widely accepted.
- Easy-to-read – Nearly every focus group review of outreach and marketing collateral reminds us that the usage of simple font in an appropriate text size is critical to the production of easy-to-read documents.

Republic Services will identify, educate and monitor all customers required to be in compliance with but not limited to AB 939, AB 1826, AB 341, and SB 1383 as well as implement a plan that supports and educates State requirements to the customers.

Website Overview

Republic's local website is designed to be a one-stop resource for news, information, and education on collection, recycling, transfer, and disposal services, providing in-depth information on residential and commercial programs including service rates, downloadable outreach information and environmental initiatives:

- <https://www.republicservices.com/municipality/clovis-ca>

The current website will be updated to include even more tips and resources for maximizing curbside recycling, information for commercial customers to boost diversion rates, and specifics on how to responsibly dispose of e-waste, hazardous household materials, and other environmentally harmful materials. Republic Services website already enables customers to view their collection schedule by simply typing in the service address, securely paying their bill online, and identifying who to contact at Republic Services with service requests questions. The website will also include a Kids' Place section

featuring activities designed for children to learn more about the environment and recycling using puzzles, games, and word searches.

Educational Tagging

Corrective Action Notices or “oops tags” are notices left by drivers, a compliance advisor, or other Republic staff. These tags indicate set-out problems and are tailored to residential and commercial generator types. These can be used as a courtesy notice, a notice of non-collection, or a notice of contamination processing fee.

When used as a courtesy notice, the materials in question are still collected, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. This can refer to contaminated loads, dangerous placement, overloaded containers, etc.

When used as a non-collection notice, the materials from the container in question are not collected, and the customer is educated regarding the issue with the container. The problem must be corrected prior to the following week’s service.

To assist with incentivizing the City’s diversion goal of a minimum of 75%, Republic is proposing a contamination fee of \$47.25 for a bin account that has received a third corrective action notice/“oops tag.”

Difficult To Handle Material

Republic Services strategy for educating customers on the proper disposal of Household Hazardous Waste (HHW), Sharps Waste, and other difficult-to-handle materials involves communicating information through various outreach activities. By utilizing our website, targeted mailings, recycle guides, quarterly newsletters, and engaging workshops or presentations, our Sustainability Advisor can effectively ensure everyone has access to the necessary information for proper waste disposal.

Public Outreach Collateral Material

As one of its highest priorities, Republic will work with City staff to ensure unified messaging and to expediently adapt all Republic outreach for Clovis generators. Our materials will individually address each generator type (single-family, multi-family, commercial) and through friendly, straightforward messaging and graphics, inform customers about Republic’s service offerings and concise participation instructions.

Initial Outreach

Republic will commence outreach with all customers prior to the start date of the new agreement. Commercial outreach takes additional time so that accounts can be properly assessed. Initial commercial customer assessments serve two purposes: 1) it helps Republic to confirm the accuracy of its customer database and container needs; and 2) Republic can begin to promote waste diversion to meet regulations and increase diversion from the outset.

As outlined in our “Right-Sizing Outreach” section, Republic will begin its aggressive outreach campaign after awarding of the contract. Existing commercial and multi-family dwelling customers will receive an educational mailer regarding compliance requirements and will be notified that their bins or carts will be refurbished or replaced.

Republic will also disperse an educational mailer commercial and multi-family customers, as well as sites with insufficient levels of recycling or organics service, informing them of state requirements for recycling and organic materials collection.

Additionally, Republic will conduct a mass phone communication operation to commercial and multi-family entities to solicit right-sizing site-visits. Communications will provide all recipients with a phone number to reach a Republic team member for a phone

interview, and, if desired, a site visit to verify the site's recycling and organic materials collection needs. Republic may pursue additional in-person methods to connect with customers and evaluate their collection needs. Customers will also be informed of their opportunity to apply for a waiver and which categorizations the California SB1383 allows for service exemption.

With the objective of having every account appropriately set up with the optimal-sized containers and scheduled service by August 1, Republic will utilize staff members to contact all non-compliant sites and conduct "right-sizing." City facilities will receive their containers prior to the contract term start date.

Education and Outreach Activities

Once the contract agreement term begins, Republic will begin a new educational outreach schedule. Throughout the contract, we will distribute through a variety of channels, timely and appropriate communication to residents and businesses. Some of these will include, but are not limited to:

These programs include but are not limited to:

All Sectors:

- Newspaper Advertisements
- Public Service Announcements
- Press Releases
- Truck-side Advertising

Single-Family & Townhouse:

- New Programs Mailing
- Recycle Guide
- Neighborhood group & HOA Visits
- Quarterly Bill Insert
- Corrective Action Notices
- Seasonal Program Notifications
- Website
- Mandatory Recycling and Organics Outreach Activities

Multi-Family

- New Programs Mailing
- Recycle Guide
- Technical Assistance: Diversion Opportunity Assessments
- Workshops
- "How-to" Guide: Electronic, Universal and Excluded Waste
- Christmas Tree Collection Notification
- Website
- Mandatory Recycling and Organics Outreach Activities
- Educational Materials for Employees/Tenants

Commercial

- New Programs Mailing
- Recycling Guide
- "How-to" Flyer: Recyclable Materials
- "How-to" Flyer: Organic Materials
- Technical Assistance: Diversion Opportunity Waste Assessments
- Recycling and Organics Posters
- Quarterly Bill Inserts
- Program Announcements
- Corrective Action Notices
- Mandatory Recycling and Organics Outreach Activities
- Educational Materials for Employees/Tenants
- Commercial Edible Food Generator Education

Please see our schedule to view a more robust description of educational strategies from Republic.

Presentations

Republic is excited to provide educational presentations to residents, members of the community, schools, multi-family dwellings, homeowners associations, and other entities. These are engaging opportunities to connect with members of the public and

assist the city with meeting its diversion goals.

Public Service Announcements (PSAs), Advertising (Local Media)

To educate the community about diversion initiatives and upcoming events, Republic Services will create advertisements and/or announcements to be provided to local media and other news outlets.

Outreach to Schools

When creating our response, Republic believed that Clovis Unified and institutions of education were franchised to a different contractor. However, if it is the desire of the City for Republic to engage with schools and provide education regarding diversion, Republic has extensive experience developing educational programs. We have previously done educational presentations and outreach for youth in private schools and would be happy to increase this under a new agreement.

Scholarship Opportunities

As a gesture of our commitment to the community and students of the City of Clovis, Republic is proposing two scholarships for graduating senior students who reside in the City of Clovis. We are committing \$5,000 annually (one awardee for \$3,000 and the other awardee \$2,000 or to be evenly split or another configuration). In the first year, we propose this as an essay scholarship contest regarding recycling and organics, with the essay question and/or description to be proposed by Republic and approved by the City. However, as it is proposed to be a benefit primarily to the students of Clovis, Republic is willing to restructure and alter the determining factors of how the scholarship contest is carried out. Republic will be responsible for selecting the winning candidates.

Community Presence

Republic Services is known as a leader in Clovis, not only because of our dedication to excellence in service, but because we are a proud community partner. We participate in numerous community events on an annual basis and under the new agreement, we will build on this presence.

Under the new agreement, Republic will build on existing outreach efforts by partnering with Clovis to develop and launch a sustainability-themed outreach schedule for public events.

The program will involve creating a family of “green” recycling-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals and concerts to highlight local environmental initiatives. Republic Services is more than willing to work with Clovis staff on publicity to increase awareness and foot traffic.

Republic Services will not only continue to provide service and assistance to community events, but we will also work with event planners to bring additional value. This would include upfront planning for logistics detail, such as placement of containers, providing a full contingent of containers at each collection point with clear messaging to encourage recycling participation, clean up services, sponsorships, and educational materials.

We see this as an opportunity to engage with the community to become even stronger and more vibrant. Clovis can count on Republic Services to be a true corporate citizen and community partner in greening the Clovis service area and educating residents and businesses every step of the way.

Republic Services is committed to community service wherever we operate. Our current Community activities and partnerships in Clovis include (partial list):

- Clovis Chamber of Commerce
- Big Hat Days
- Clovis Fest
- Clovis Leadership Summit
- Monthly Mixers
- Rotary Club of Clovis
- Crab Feed
- Kiwanis of Clovis
- Children's Electric Christmas Parade
- Mayors Breakfast

Additionally, Republic Services will participate in other Clovis special events (such as booths, displays, sponsorship, parade floats), farmers' markets, and other events as specified in the franchise agreement upon request.

Subcontractors

Republic Services will not utilize subcontractors to fulfill educational outreach terms of the agreement and will have RS staff employed to fulfill these requirements.

Educational Staff

Republic Services will utilize the one (1) full time sustainability advisor who will be dedicated to the Clovis contract (fulltime, average of 40 plus hours per week), with particular focus on education, events, and outreach. In addition, one (1) full time compliance advisor will be staffed to

complete route reviews and reporting per SB 1383 requirements. The Compliance Advisor

Public Education Proposed Plan Summary

It is the intention of Republic to work closely with the City of Clovis to establish a preferred schedule and public education plan that truly fits the expectations of the city and aligns with its goals. However, for the purpose of abiding by the requirements of the RFP, we have provided a tentative approach to outreach and education. It is important to note that we have put forth a broad and diverse array of community outreach programs for all segments of the customer base and stakeholders. This has been done to provide the City of Clovis with some ideas on the programs that can be implemented if they desire. We are cognizant of the assets under the City's management and want to assure City staff that all of these programs will be done at a pace and timing that is appropriate to have them work in conjunction with the City's goals and objectives.

Republic Services views all of these programs as complementary and additive to what the City is trying to achieve overall with their solid waste management programs. We believe that the goal of increased diversion and long-range viability of City operated assets and operations can be achieved through mutual cooperation.

Figure 42. Education & Outreach Plan Table Example

Item	Residential	MF & Comm	Frequency
Educational Mailer to All Accounts Receiving Container Exchange/Refurbishment	•	•	One-time, direct mail prior to commencement of new service
City Wide Quarterly Newsletters	•	•	Quarterly -include information about diversion. To be sent as an insert in all bills.
Republic Website for Clovis	•	•	24/7 – “How-To” information educational links
Information “How To” Videos	•	•	Ongoing – videos educating on correct disposal options. Examples can be found on recyclingsimplified.com
(PSAs), Advertising (Local Media)	•	•	Suggested advertising on local radio. Ongoing ads to be switched out depending on City priorities.
Corrective Action Tag Notice	•	•	As needed – Driver to directly communicate with customer of any contamination
Educational Presentations	•	•	Through sustainability advisor outreach & upon city’s request – Will host community events to emphasize and educate residents and businesses on new mandates & compliance
Education Booths	•	•	As needed – at City events to promote & distribute proper handling of recyclable materials
Large Venue Events		•	As needed – Sustainability advisor will provide assistance to provide input on recycling and organic container placement.
Print Materials	•	•	Upon request – Posters, stickers, brochures for customer education
Multimedia Resources	•	•	Ongoing – Recycling Simplified links for multimedia outreach
Meetings with Property Managers & HOA’s		•	As needed – Meeting to assess services needed and implement new programs
Route Reviews & Tagging Findings		•	Compliance advisor to perform route reviews + tagging + documenting findings as well as assisting with other educational efforts for the City.

N. Other Required Plans

SB1383 implementation and Monitoring Plan

Please see our previous sections in our technical proposal to review how we intend to assist the City with its objectives related to the requirements of SB1383. Under the new contract term, the City will have a committed partner with Republic Services in achieving its compliance goals. In addition to providing collection service to recycling and organics, Republic will conduct outreach to residents to ensure that they are right-sized for compliant service levels and understand proper disposal for different items. Republic will also provide requested data for the City's reports and keep detailed documentation of its services. Some of our other proposed efforts include:

- Route Reviews

Republic will hire a compliance advisor to conduct route reviews for recycling and organics. Our compliance advisor will review routes by "lid flipping" in which our advisor will conduct randomized audits by containers on route, observe the materials inside of the container, document their findings (especially for contamination or overage), and further note their visits in our internal system. This data will be used to submit to the city for reporting purposes and help the city understand the nature of contamination in their containers (on single-family, multi-family, and commercial routes).

- Assist with Waiver Process

In keeping with SB1393 requirements, our sustainability advisor will assist with the waiver process in the manner in which the City would like. We are willing to be helpful in a manner that would be acceptable to the City. If it is the expectation of the City, Republic can provide an email address that residents and customers who are interested in applying for a waiver can submit their request to. Our sustainability advisor can

then perform their own site visit and document their observations and send it to the City with the attached waiver request. Republic is also happy to have our sustainability advisor simply offer education about waivers but have no involvement with the process.

- Updated Educational Materials for SB1383

Republic will update its educational materials and website to include SB1383 information (please see Appendix A for examples). Such educational materials continue to be updated with ongoing developments. All online versions can be translated into Spanish and Hmong with up to 5 languages.

Litter Prevention/Abatement Plan

Please see our description in the Section L for "Environmental Issues." If the City is interested in Republic proposing hiring a monitor responsible for checking for litter and cleaning materials, Republic is willing to submit a rate for this for quote discussion.

Skilled Driver Recruiting, Training, and Retention Plan

Republic Services offers a superior partnership for the City of Clovis by attracting, training and retaining the top talent in our industry.

Attracting Top Talent

Delivering differentiated service in our complex industry requires attracting, training and retaining the best talent in the Central Valley. We accomplish this by identifying employees with relevant experience and skills, and then training them on the unique complexities of the industry, while instilling the Republic Way of delivering customer zeal every day. The result is a highly engaged fleet of drivers, who participate in twice annual engagement surveys to tell leadership how they feel about the company, and their

personal role in delivering success to our customers.

Creating Top Talent

Once hired, it is imperative to train our drivers on the nuances and complexities that make the environmental services industry so interesting. We run a series of intentional programs to help train and certify our employees to comply with industry, local laws and the Republic Way of running our operations. Our programs are even capable of creating a long-term career for an employee who lacks the training and certifications on their initial day of hire. For those interested in learning and mastering a trade such as Commercial Driver License (CDL) driving, we will train and mentor them every step of the way.

Driver Training Program

There continues to be a growing national shortage of CDL drivers as the rate of retiring CDL drivers exiting our industry after a successful career is greater than the rate of new CDL drivers entering. To address this national challenge, Republic Services is working to hire driver candidates, and work with them to train and ultimately earn their CDL certification. By working with our employees to train, certify and establish a successful career as a CDL driver, we plan to maintain our position as a company with one of the longest tenured driver teams in the industry.

Retaining Top Talent

In addition to our tenured drivers in Clovis, our newer drivers tend to stay with Republic Services not only for the work, but for the culture we promote within our company. We value our employees and their safety, making sure to avoid extended working hours as well as participating in weekly safety meetings. Our employees also enjoy celebrating wins within our company, such as being recognized as the safest business unit within

our area. In Clovis, our drivers commit to their duties, working on holidays, but still making time for their families. We support our drivers in any way we can, to ensure that they have successful and long careers with Republic Services.



Figure 43. Events & free lunches for Republic employees

We create a positive company culture by expressing our gratitude to our employees through various celebratory events. Throughout the year, we recognize significant occasions such as Black History Month, International Women's Day, Pride Month, Mexican Heritage Month, Driver Appreciation Day, or frequent "just because" lunches. Every year, we host a "Road-eo" competition where our drivers have the opportunity to compete in safety challenge courses to show off their skills. The competition is accompanied by a celebration with free food, entertainment, prizes, and festivities for all Republic employees and their families.



Figure 44. Republic employees at our annual Road-eo event & competition

Employee Engagement



Figure 45. Republic employees in kitchen/driver area at Fresno Headquarters

Employee Engagement is defined as the extent to which employees feel passionate about their jobs, are committed to the organization, and put discretionary effort into their work. Not only can levels of engagement be observed and measured, but they can also be influenced through promoting a deepening sense of belonging, meaning, and value to the work.

Twice each year, Republic Services runs an Employee Engagement Survey across all of our 39,000 employees. We currently enjoy a 99% participation rate and continue to strive to achieve 100%. The responses provide us with guidance to help shape our benefits, processes, and working environment to continue to foster a great place to work. We also use this information to create action

plans focusing on specific improvements that teams can focus on to enable a positive and productive work environment.

Our facility is designed to include a fully equipped kitchen and a lounge area featuring a foosball table and a Pac-Man game, along with freezers stocked with a variety of treats. The lounge area was added in response to survey feedback from employees.

Local Purchasing Preference

Republic will endeavor to purchase materials from local businesses within Fresno County during the term of the contract whenever possible including but not limited to office supplies, printing and mailing of educational materials, vehicle equipment and maintenance (tires, oil, etc.).

O. Subcontracting

Republic Services will be subcontracting Kochergen Farms Compositing as the disposal processing site and Bradley Tanks, Inc. for hauling of processing materials to Newby Island Recyclery.

P. Billing

Republic Services understands the City will continue to bill residential customers (single and multi-family) for all collection services as well as commercial solid waste services. Republic will continue to bill commercial customers for recycle materials services, organic materials services, and ancillary services. We are committed to bringing our

Municipal Partners with Billing from Republic Services

City	Contact Name	Phone Number
City of Fresno	Ahmad Alkhayyat	(559) 621-1801
County of Fresno	Logan Freitas	(559) 600-9948
City of Salinas	David Jacobs	(831) 758-7390
Fresno Unified School District	Drone Jones	(559) 457-3043
City of Clovis	Ivette Rodriquez	(559) 324-2604

national strength to continue a smooth process. More than 2.4 million Republic customers are billed nationwide on a monthly basis, ranging from residential, multi-family and commercial billing. Our bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment.

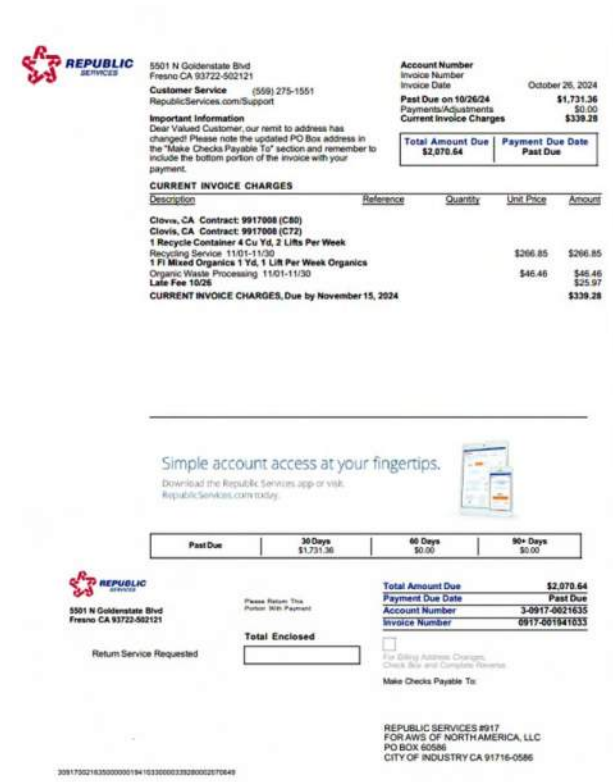
To make bill paying convenient and easy for customers, Republic Services offers online bill pay service which allows customers to make one-time payments with either a credit card or electronic debit to a checking account. In the interest of conserving paper, customers who select this option will have the ability to have paperless bills, billing inserts, newsletters, and program announcements sent to an email account.

As described in Web and App-based Options, we also offer My Resource™ for convenient invoice viewing and payments. The billing department also supports/accepts electronic funds transfers, automated recurring check or credit card payments, payments by mail, and credit card payments by phone.

Each month, reports are viewed by the billing staff to review stop service accounts as well as reports that show start service. These service changes could be due to past due balances, business closing, moving, or opening.

Bill Example (Customer Information Redacted)

Figure 46. Preventing litter before it



REPUBLIC SERVICES
5501 N Goldenstate Blvd
Fresno CA 93722-502121

Account Number
Invoice Number
Invoice Date
October 26, 2024

Customer Service (559) 275-1551
RepublicServices.com/Support

Past Due on 10/26/24 **\$1,731.36**
Payments/Adjustments **\$0.00**
Current Invoice Charges **\$339.28**

Total Amount Due **\$2,070.64** **Payment Due Date** **Past Due**

Important Information
Dear Valued Customer, our remit to address has changed! Please note the updated PO Box address in the "Make Checks Payable To" section and remember to include the bottom portion of the invoice with your payment.

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Clovis, CA Contract: 9917998 (C86)				
Clovis, CA Contract: 9917998 (C72)				
1 Recycle Container 4 Cu Yd, 2 Lids Per Week			\$266.85	\$266.85
Recycling Service 11/01-11/30				
1 Ft Mixed Organics 1 Yd, 1 Lin Per Week Organics			\$46.46	\$46.46
Organic Waste Processing 11/01-11/30				
Late Fee 10/26			\$25.97	\$25.97
CURRENT INVOICE CHARGES, Due by November 15, 2024				\$339.28

Simple account access at your fingertips.
Download the Republic Services app or visit
RepublicServices.com today.

Past Due	30 Days	60 Days	90+ Days
\$0.00	\$1,731.36	\$0.00	\$0.00

REPUBLIC SERVICES
5501 N Goldenstate Blvd
Fresno CA 93722-502121

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested ☐

Total Amount Due **\$2,070.64**
Payment Due Date **Past Due**
Account Number **3-0917-0021433**
Invoice Number **0917-001841033**

☐ For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #917
FOR A/C OF NORTH AMERICA, LLC
PO BOX 60586
CITY OF INDUSTRY CA 91716-0586

happens. Automated side-load trucks are designed to eliminate spillage.

E. Corporation Yard and Maintenance Facilities

- Republic Services of Fresno Headquarters

Republic Services of Fresno is operated out of its business unit headquarters at 5501 N Golden State Blvd, Fresno, CA 93722. This office and yard space will provide sufficient room for operations, maintenance, and storage necessary to fulfill the obligations of the contract. Republic owns this building and does not propose any modifications to its facility at this time.

Republic will be leasing office space for customer service in Clovis. The exact location is to be determined.

- Rice Road Transfer Station

Figure 47. City of Clovis recycling materials collected for waste characterization at Republic's Rice Road transfer station



Republic Services will transfer materials from our Rice Road Facility that is permitted to receive the volume and tonnage anticipated from services in this contract. This facility is leased by Republic with over fifty years remaining on the term of lease. We are not proposing any modifications to the facility at this time and will be ready to utilize this site from day one (this transfer station is currently already being used to transfer materials from Clovis).



Figure 48. Republic Services Fresno local office.

Financial and Cost Proposal

Financing Plan

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to the City of

Clovis. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. We implore the City to take financial stability into serious consideration. When choosing a long-term partner for your recycling and organic needs.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com. The Annual Reports to shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Financing Plan

Republic Services intends to purchase all the capital requirements, including but not limited to trucks, equipment, containers, and reserves, for the collection of materials for Clovis with operating cash flows. We will not require third party financing and as such, the City will not need to be concerned with the

potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

Cost and Rate Proposal

Please see our required electronic proposal documents for our cost and rate proposal.

Revenue Share

Republic is proposing that for Rate Year 1, Company shall provide a rebate to the city in the amount of \$16.11/ton for 70% of the total tons collected for Single Family, Multi Family and Commercial Recyclable Materials collected as part of the agreement. During the process of establishing rates for Rate Period 2 and each successive Rate Period thereafter, the rebates to the City noted above shall be adjusted, up or down, to reflect 18% of the monthly average for the most recent February through March average values for Low Side of the Official Board Market (OBM) San Francisco Index for Mixed Paper (2)- Export to China.

Exceptions to the Draft Service Agreement

Please see our electronic attachment of the Draft Agreement (Attachment A).

Other Proposal Forms

Please see the following pages for additional mandatory forms. Please note, the public notary indicated the anti-collusion affidavit form indicated that the form was missing required information by the state that would allow for them to sign on the document. Instead, they elected to provide a notarized certificate with the document

Other Proposal Forms

Secretary's Certificate (Attachment E)

CERTIFICATE OF SECRETARY
RELATING TO THE BID OR PROPOSAL
TO PROVIDE RECYCLABLE AND ORGANIC MATERIALS
COLLECTION, PROCESSING, AND MARKETING SERVICES
FOR THE CITY OF CLOVIS
IN THE STATE OF CALIFORNIA

The undersigned, Assistant Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the “Company”), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the “Member”) by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **GERMAN HERNANDEZ** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 5th day of November, 2024.



Adrienne W. Wilhoit, Assistant Secretary

Anti-Collusion Affidavit

ATTACHMENT C ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the General Manager of Republic Services of Fresno, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed.

Executed under penalty of perjury on this 19th day of November, 2024 at Fresno, California.

SIGNED _____

BY GERMAN HERNANDEZ

Name of Proposer Republic Services of Fresno

TITLE General Manager

Subscribed and sworn to before me this _____ day of _____,

at _____.

Notary Public

My Commission expires: _____

See Attached
Notary Certificate

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1. _____
 2. _____
 3. _____
 4. _____
 5. _____

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno



Subscribed and sworn to (or affirmed) before me

on this 19 day of November, 2024,
 by _____ Date Month Year

(1) German Hernandez

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Justine N. Stacy
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Attachment C Anti Collusion Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Iran Contracting Act Certification (Attachment G)

ATTACHMENT G

IRAN CONTRACTING ACT CERTIFICATION

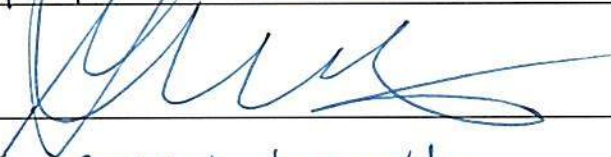
COMPANY'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

Republic Services of Fresno (Company Name)
 By:  (Signature)
 Name: GERMAN HERNANDEZ (Printed Name)
 Title: GENERAL MANAGER
 Date: 11/19/2024

Worker's Compensation Certification

ATTACHMENT H

WORKERS' COMPENSATION CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 ([LAB§3700](#)), in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Republic Services of Fresno

Company Name of Contractor

GERMAN HERNANDEZ
Name and Title of Authorized Person

General Manager

[Signature]
Authorized Signature

11/19/2024
Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

Drug Free Workplace Certification

ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATION

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Republic Services of Fresno

Company Name of Contractor

GERMAN HERNANDEZ

GENERAL MANAGER

Name and Title of Authorized Person

Authorized Signature

Date of Signature

11/19/2024

Appendices

Appendix A: Educational and Outreach Materials

Recycling Regulations

Recycling Law (AB341):
A business (includes public entities) that generates 4 cubic yards or more of commercial waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services.

Organics Law (AB1826):
A business (includes public entities) that generates 2 cubic yards or more of commercial waste per week or is a multifamily residential dwelling of five units or more shall arrange for organic services.

State Bill 1383 (SB1383):
Requires all residents, schools, businesses (includes public entities), and apartments to arrange for organic services.



CalRecycle
Calrecycle.ca.gov | 916.322.4027

Hazardous Waste

Household hazardous waste is a material that cannot be placed in the organics, recycling or trash cart. These materials should be disposed of safely and properly.

- Anti-Freeze
- Fluorescent Bulbs
- Cleaning Products
- Oil and Latex
- Pesticides and Herbicides
- Prescription Drugs
- Batteries
- Needles
- Paint
- Automotive Products



Hazardous Waste
Fresnocountyca.gov/hhw
559.600.4259

Recycling Service



5501 N. Golden State Blvd.
559.275.1551 (Phone)
559.275.8012 (Fax)
RepublicServices.com



Sustainability in Action



Trash

Other Services

Whether you need a small dumpster for a remodel project, or a large one for a major cleanout, Republic Services has you covered. Please call 559.275.1551 to schedule additional services.

Trash

- Styrofoam™
- Clothes
- Diapers
- Animal Waste
- Plastic Bags
- Hoses
- Hangers
- Plastic Silverware
- Toys
- Furniture (must be cut into small pieces)



Recycling

- Aluminum Cans
- Tin Cans
- Cardboard
- Phone Books
- Junk Mail
- Water and Juice Bottles
- All Glass Bottles and Jars
- Magazines
- Shredded Paper
- Office Paper
- Milk Jugs
- Dairy Containers
- Shampoo/Conditioner Bottles
- Detergent Containers



Organics

- Yard Waste
- Untreated Wood
- Breads and Grains
- Pasta
- Rice
- Fruits and Vegetables
- Eggshells and Nutshells
- Cooked Meat/Poultry/Fish



Helpful Tips!

- Place all items in the recycling cart in an empty, clean, and dry state.
- All recyclable and organic products must be disposed of loosely inside your recycling/organic cart; no plastic bags.
- To ensure a safe pickup of your bin/cart, do not overload your cart. The lid must be able to close.

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How can we make recycling better together?

Please recycle only the items below

These items can be recycled in one cart with All-in-One Recycling™



✓ Plastics

Plastics #1 thru #7 (look on the bottom of containers for a number inside the recycling arrows ♻️).



✓ Metal cans, aluminum foil, aluminum foils pans

All food and beverage metal cans: steel, tin, bi-metal and aluminum.



✓ Cardboard, newspaper and magazines

You can also include newspaper inserts, catalogs, paperback books, phone books and brochures.



✓ Paper food containers

Food boxes include juice boxes, egg, ice cream and milk cartons, and cereal and pasta boxes.



✓ Paper

Envelopes, office paper, junk mail, greeting cards and file folders. Shredded paper should be put in a paper bag.

Do not recycle

- ✗ Plastic bags
- ✗ Plastic food wrappers
- ✗ Plastic without numbers
- ✗ Greasy food containers
- ✗ Food or liquid waste
- ✗ Yard waste
- ✗ Construction debris
- ✗ Scrap metal
- ✗ Hazardous waste
- ✗ Electronics
- ✗ Cables or batteries
- ✗ Diapers
- ✗ Tissue
- ✗ Bio-hazardous waste
- ✗ Light bulbs
- ✗ Ceramics
- ✗ Dishes or mirrors
- ✗ Hoses
- ✗ Toys
- ✗ Clothes
- ✗ Shoes
- ✗ Tools
- ✗ Plastic straws
- ✗ Styrofoam
- ✗ To-go lids
- ✗ Holiday decorations
- ✗ Hardback books

For more information, visit [RepublicServices.com](https://www.RepublicServices.com)

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Sustainability in Action

Food Waste Recycling

Reciclaje de Residuos de Alimentos

Recyclable Recyclable



Fruit and vegetable peels
Cáscaras de frutas y vegetales



Table scraps
Restos de comida



Floral trimmings
Recortes florales



Coffee grounds and tea leaves
Café molido y hojas de té



Meat/poultry/fish
Carne, aves, y pescado



Bones and shells
Huesos y cáscaras



Bread/rice/grains/pasta
Pan, arroz, granos y pasta

Non-Recyclable No reciclable

Foil
Papel de aluminio

Liquids
Líquidos

Trash
Basura

Drinking straws
Pajitas de beber

Glass
Vidrio

Plastic bags
Bolsas de plástico

Grease
Grasa

Animal waste
Excremento de animal

Hazardous waste
Desechos peligrosos

Styrofoam
Poliestireno extruido/unicel

Diapers
Panales

Plastic tableware
Vajilla de plástico

Plastic containers
Envases de plástico

Raw meat
Carne cruda

Metal
Metal soil tierra



Sustainability in Action

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Recycling Process *Proceso de Reciclaje*



1
Individually place recyclables in the cart and take them to the curb for pickup and delivery.

Deposite los reciclables en el carrito de manera individual, y lívelos a la vereda para que sean recogidos y entregados.



2
Trucks deliver the recyclables to a state-of-the-art facility, dropping them on the tipping room floor.

Los camiones entregan los reciclables a una instalación de punta, depositándolos en el piso de la sala de verter.



3
Employees hand-sort the materials first, removing any contaminants, such as food waste, diapers and plastic bags.

Los empleados primero separan los materiales a mano, quitando cualquier contaminante como por ejemplo desechos de comida, pañales y bol-sas de plástico.



4
Machinery continues the sorting process, separating paper, cardboard, plastics and metal cans.

La maquinaria continúa con el proceso de clasificación, separando papel, cartón, plástico y latas de metal.



5
The materials are separated, flattened and baled.

Los materiales son separados, aplastados y luego embalados.



6
This process produces baled materials that can be purchased.

Este proceso produce materiales embalados que pueden ser comprados.

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Recycling Best Practices

Mejores Prácticas de Reciclaje

Know what to throw Saber que tirar

Cardboard, paper, metal cans, plastic bottles and jugs.

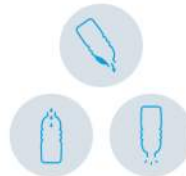
Cartón, papel, latas de metal, botellas de plástico y jarras.



Empty. Clean. Dry. Vacíelo. Límpielo. Séquelo.

Keep all recyclables free of food and liquid.

Mantenga a todos los reciclables libres de comida y líquido.



Don't bag it No los embolse

Never put recyclables in containers or bags.

Nunca ponga reciclables en contenedores o bolsas.



©2022 Republic Services, Inc.

Unacceptable items

XXX

- | | |
|--|--|
| ✗ Styrofoam®
Poliestireno | ✗ Diapers
Pañales |
| ✗ Greasy pizza boxes
Cajas de pizza engrasadas | ✗ Construction waste
Desechos de construcción |
| ✗ Food
Alimentos | ✗ Tools
Herramientas |
| ✗ Yard waste
Desechos del jardín | ✗ Toys
Juguetes |
| ✗ Soiled paper
Papel sucio | ✗ Medical
Desechos médicos |
| ✗ Scrap material
Material de desecho | ✗ Clothing and shoes
Ropa y zapatos |
| ✗ Electronics and batteries
Dispositivos electrónicos o baterías | ✗ Plastic bags and wrappers
Bolsas de plástico y envoltorios |



Clothing & Shoe Donation

ECO World
559.369.4212

ecoworldtrading.com

Organics *Orgánicos*

Recyclable *Reciclable*



Fruit and vegetable peelings
Cáscaras de frutas y vegetales



Floral trimmings
Recortes florales



Meat, poultry, fish
Carne, aves y pescado



Bones and shells
Huesos y cáscaras



Coffee grounds and tea leaves
Café molido y hojas de té



Bread, rice, grains and pasta
Pan, arroz, granos y pasta



Table scraps
Restos de comida

Visit RepublicServices.com for more information on recyclables.

Visite RepublicServices.com para obtener más información sobre artículos reciclables.

©2022 Republic Services, Inc.

Non-Recyclable *No reciclable*

- ✗ Bathroom tissues
Papel de baño
- ✗ Foil
Papel de aluminio
- ✗ Trash
Basura
- ✗ Glass
Vidrio
- ✗ Grease
Grasa
- ✗ Hazardous waste
Desechos peligrosos
- ✗ Liquids
Líquidos
- ✗ Metal
Metal
- ✗ Plastic containers
Envases de plástico
- ✗ Soil
Tierra
- ✗ Napkins
Servilletas
- ✗ Drinking straws
Pajitas de beber
- ✗ Plastic bags
Bolsas de plástico
- ✗ Styrofoam®
Espuma de poliestireno
- ✗ Food-soiled paper
Papel manchado de comida
- ✗ Plastic and paper tableware
Vajilla de plástico y de papel



Sustainability in Action

Hazardous Waste *Desechos peligrosos*

Household hazardous waste is a material that cannot be placed in the recycling, organics or trash carts. These materials should be disposed of safely and properly.

Los desechos peligrosos del hogar son materiales que no pueden ser puestos en los carritos de re-cicloaje, desechos orgánicos o desechos generales. Estos materiales deben ser desechados de mane-ra segura y adecuada.

✓ Anti-freeze
Anticongelante

✓ Automotive products
Productos automotrices

✓ Cleaning products
Productos de limpieza

✓ Pesticides and herbicides
Pesticidas y herbicidas

✓ Fluorescent bulbs
Lamparitas fluorescentes

✓ Oil and latex
Aceite y látex

✓ Prescription drugs
Medicamentos de prescripción

✓ Batteries
Baterías

✓ Needles
Agujas

✓ Paint
Pintura



Fresnocounty.ca.gov | 559.600.4259

Bulk Items *Artículos pesados*

✓ Dishwasher
Lavavajillas

✓ Dresser
Cómoda

✓ Dryer
Secadora

✓ Freezer
Congelador

✓ Couch
Sillón

✓ Mattress
Colchón

✓ Refrigerator
Refrigerador

✓ Rocker or recliner
Mecedora o sillón reclinable

✓ Sofa
Sofá

✓ Stove
Mueble cocina

✓ Washer
Lavarropas



Mattress Drop-off
bye bye mattress
855.494.8400
byebyemattress.com



559.275.1551

Date: _____
Address: _____
Comments: _____

☐ **Courtesy Notice: Recycling & Green Waste:** ☐ 1st ☐ 2nd
Service was performed today, but the conditions checked below
indicate how you can help for your next regular collection.

- ☐ Cart overweight (limit 200 pounds)
- ☐ Cart overfilled
- ☐ Lid must be closed to eliminate spillage
- ☐ Gray cart for household waste only
- ☐ Blue cart for recycling only
- ☐ Green cart for yard waste only
- ☐ Tires, dirt, sod, rocks, concrete, asphalt, hot ashes, roofing material, paint and other hazardous materials not acceptable
- ☐ Cart too close to objects such as utility posts, fire hydrants, etc. **6 ft. clearance is needed** (See Figures A & B on other side)
- ☐ Cart too close to vehicle: **6 ft. clearance is needed** (See Figure B on other side)
- ☐ Cart at wrong location; place at edge of curb or _____ side of alley
- ☐ Cart must open toward street or alley
- ☐ Alleys: **3 ft. between carts and 20 in. from fence** (See Figure C on other side)
- ☐ **No plastic bags of any kind in blue or green carts**

Your cooperation is appreciated and will help us in our efforts to give you regular and efficient collection service at reasonable rates. Thank you.

- ☐ **La Nota de la Cortesia:** El Reciclaje y desecho Verde: ☐ 1st ☐ 2nd
Le dimos servicio hoy, pero las siguientes condiciones indicadas le pueden ayudar para su siguiente coleccion regular.
- ☐ El contenedor esta con exceso de peso (limite 200 libras)
- ☐ El contenedor esta con exceso lleno
- ☐ La tapadera necesita estar cerrada para eliminar la caida de la basura
- ☐ Solamente desperdicio de casa en el contenedor color gris
- ☐ Carreta azul solamente para reciclar
- ☐ Solamente desperdicio de yarda en el contenedor color verde.
- ☐ Llantas, tierra, asfalta, piedras, cemento, cenizas, caliente, material detejados, pinturas, o material peligrosos no se permiten
- ☐ Contenedores estan muy cerca a objetos como: Postes de luz, boca de incendio, ets. **Necisitan estar 6 ft. de aclaracion** (Mire Figuras A y B en el otro lado)
- ☐ El contenedor esta muy cerca a vehiculos. **Necisitan estar 6 ft. de aclaracion.** (Mire Figura B en el otro lado)
- ☐ El contenedor esta equivocado en su localización. Por favor de poner lo que se mire en el _____ lado del callegon.
- ☐ El contenedor debe de abrir hacia a la calle o al callegon.
- ☐ Callegones: **3 ft. entre contenedores y 20 pulgadas de la cercas.** (Mire Figura C en el otro lado)
- ☐ **Ningún bas del plástico de cualquier tipo en carritos Azules ni Verdes**

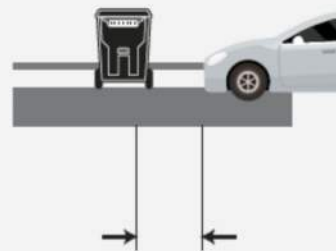
Su cooperacion sera apreciada y alludara a nosotros para daries regular y mejor eficiencia de servicio de coleccion y ranonables precios. Gracias.

Figure A - Street Pickup



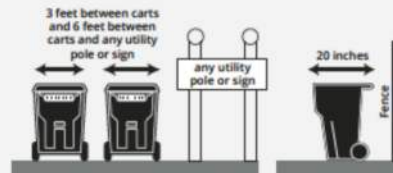
3 feet beside and 3 feet behind each 96-gallon cart

Figure B - Street Pickup



Approximately 6 feet from front or back of vehicle

Figure C - Alley Pickup



3 feet on each side. 20 inches from fences

Scan the below QR code
and visit our website for more information.



©2023 Republic Services, Inc.



June 28, 2024

Site Name: [Site Name]

Site Address: [Site Address], CLOVIS, CA

Subject: **Notice of Non-Compliance with California's Mandatory Commercial Recycling Law**

Dear Business Owner/Property Manager:

Effective July 1st, 2012, businesses and public entities that generate four cubic yards or more of waste per week and multi-family properties of five or more units are required to recycle under California's Mandatory Commercial Recycling Law (MCR), created by Assembly Bill AB341.

As the exclusive recycling provider for the City of Clovis, it is our responsibility to provide this service, as well as report violations of AB341 to the City and State.

I will be happy to assist you in setting up the appropriate service levels for your property. If services have not been set up, we will submit your property to the City of Clovis and to the State of California, as being in violation of AB341.

To request new service, please contact our customer service department at 559.275.1551.

Sincerely,

Kristian Flores
Sustainability Advisor
559.231.1826
kflores@republicservices.com.



Date: 7/1/2024

Contamination Found: Recycle (Blue) and/or Organics (Green) Cart

Dear Customer,

This letter is regarding the contamination our driver found inside your container. I've included a recycling guide to reference when unsure of what types of items that are allowed in each container.

It is important to place the correct materials inside each container to meet state recycling requirements, avoid hazards that may cause harm to our employees, and avoid any penalties for contamination.

If you believe that you have received this notice erroneously, or have any additional questions please contact me at 559.231.1826 or by email at kflores@republicservices.com.

Thank You,

Kristian Flores
Sustainability Advisor
Republic Services



Sustainability in Action

Date: 7/1/2024

Overloaded Report: Recycle (Blue) and/or Organics (Green) Cart

Dear Customer,

We have noticed that your container has frequently been overloaded. This has been causing some safety concerns for our drivers and can lead to missed pickups if it becomes a re-occurring issue.

To ensure smooth and consistent service, we kindly ask that you avoid overloading your container. Please break down any large cardboard into smaller pieces, avoid compacting materials inside the container, and do not load up the container with excess weight.

Thank you for understanding and your support. I've included a recycling guide to reference when unsure of what types of items that are allowed in each container.

If you believe that you have received this notice erroneously, or have any additional questions please contact me at 559.231.1826 or by email at kflores@republicservices.com.

Thank You,

Kristian Flores
Sustainability Advisor
Republic Services

Q4 2024

City of Clovis

Commercial & Multifamily Newsletter

3198 Willow Ave., Suite 106 | Clovis, CA 93612
RepublicServices.com/municipality/clovis-ca
559.275.1551


REPUBLIC
SERVICES
Sustainability in Action

Holiday Recycling Tips

Holidays are the most wonderful (and wasteful) time of the year. On average, Americans generate 20% more waste between Thanksgiving and New Year's Day than they do any other time of the year. This holiday season, please be mindful of what you place in your recycling, trash and organics carts.

Donate, reuse or place these items in your gray trash cart



Artificial Trees



Bows/Ribbon



Clothes/Shoes



Decorations



Gift Bags



Packing materials (bubble wrap, plastic wrap, packing peanuts and Styrofoam™)



Wrapping Paper
(foil or plastic-coated)

Multifamily Holiday Tree Recycling: January 6 - January 17, 2025

Beginning January 6, 2025, families living in multifamily complexes can recycle their holiday trees. Tenants are encouraged to check with the site manager or owner to find out where trees should be placed for pickup on your service day. Property managers, please email our Sustainability Advisor, Krisian Flores, at kflores@RepublicServices.com to provide site specifics.

You can also recycle natural holiday wreaths and greenery. The wreaths and greenery should be bare, with no wires, hooks, bows or other decorations. **No flocked trees.** If your family enjoys an artificial tree, pack it up for next year. If you are discarding artificial trees, wreaths or greenery, place the item in the trash dumpster. **Republic Services will not accept trees after January 17, 2025.**

Holiday Schedule

In the City of Clovis, Republic Services operates 365 days a year. If your service day falls on a holiday, it will occur as scheduled. Please visit RepublicServices.com/municipality/clovis-ca for more information.

Scan this QR code,
and visit our website
for more information.



**Happy Holidays from
Republic Services**

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FOURTH QUARTER 2023

Fresno City

Commercial/Multifamily Newsletter



State Law Senate Bill (SB) 1383 will take effect for all City of Fresno businesses and apartments starting November 1.

The Law

SB 1383 was signed into law to combat climate change and reduce landfill methane emissions from decomposing organic materials. Methane is a climate super pollutant, 84 times more potent than carbon dioxide. Organics like food scraps, yard trimmings, paper and cardboard currently make up 50% of what Californians dump in landfills. By diverting organic waste, we can significantly reduce local air emissions.

What Does It Mean?

This law requires your waste hauler to collect your organic waste, including food waste, and dispose of it in a more sustainable manner, instead of simply taking it to the landfill.

Who Is Affected?

Everyone. Residents, apartments/multi-family properties, businesses, schools and public agencies all need to comply with the law and enroll in an organics recycling program.

Organics / Orgánicos

Acceptable items (Artículos aceptables)

YARD WASTE *Desechos de jardín*



FOOD WASTE *Desechos de comida*



Unacceptable items (Artículos no aceptables)



RECYCLABLES *Reciclables*



PLASTIC BAGS & WRAP *Bolsas y envoltura de plástico*



TRASH & PET WASTE *Basura y desechos de mascotas*



CONSTRUCTION WASTE *Desechos de construcción*



FATS, OILS & GREASE *Grasas y aceites*



HAZARDOUS WASTE *Desechos peligrosos*

Republic Services
5501 Golden State Blvd., Fresno, CA 93722
559.275.1551
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State Law SB 1383

Taking effect for all City
of Fresno businesses and
apartments starting Nov. 1



The Law

Senate Bill (SB) 1383 was signed into law to combat climate change and reduce landfill methane emissions from decomposing organic materials. Methane is a climate super pollutant, 84 times more potent than carbon dioxide. Organics like food scraps, yard trimmings, paper and cardboard currently make up 50% of what Californians dump in landfills. By diverting organic waste, we can significantly reduce local air emissions.

What does it mean?

This law requires your waste hauler to collect your organic waste, including food waste, and dispose of it in a more sustainable manner, instead of simply taking it to the landfill.

Who is affected?

Everyone. Residents, apartments/multi-family properties, businesses, schools and public agencies all need to comply with the law and enroll in an organics recycling program.

What does this mean for you as our current customer in the City of Fresno?

All City of Fresno businesses and apartments must be compliant starting November 1, 2023. If you do not currently have organic waste collection service with Republic Services, you are required to subscribe by January 1, 2024.

What happens if you don't comply?

City of Fresno ordinance 6-216 (h) states the following Civil Penalties for Non-Compliance: beginning January 1, 2024, if the city determines that the customer, hauler, commercial edible food generator, food recovery organization, food recovery service or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to Section 6-216, as needed.

You currently have an exemption from us for food waste recycling under state law Assembly Bill (AB) 1826.

These exemptions were for state law AB 1826, and they are now void. There is the possibility of getting granted a waiver from SB 1383, but now it is at the discretion of the City of Fresno. Waivers for apartments will not be granted. For waiver information or to apply for one, visit RepublicServices.com/municipality/fresno-ca.

Contact Customer Service at **559.275.1551** to subscribe to organics waste recycling services.

Contact Aaron Cox, your local Republic Services Sustainability Advisor, for questions: **559.273.8437** or acox3@RepublicServices.com.

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Sustainability in Action

SB 1383 Background

The Law

In 2016, Senate Bill 1383 was signed into law to combat climate change and reduce landfill methane emissions. Methane is a climate super pollutant, 84 times more potent than carbon dioxide. Organics like food scraps, yard trimmings, paper, and cardboard currently make up 50% of what Californians dump in landfills.

Targets:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025.
- Rescue at least 20% of surplus food currently disposed of by 2025 to feed hungry people.

SB 1383 goes into effect on January 1, 2022.

What Does It Mean?

In 2022, SB 1383 requires every jurisdiction* to provide organic waste collection services to all residents and businesses.

This law requires that jurisdictions contract with their waste hauler, Republic Services, to collect organics, including food waste, and process it as a unique and separate material stream. The organics recycling system is not a one size fits all approach – so the program and solution for processing the material may vary by jurisdiction.

What Are Organics?

Organic waste includes food, green material, landscape, pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludge.

Who is Affected?

Everyone. Residents, multi-family properties and complexes, businesses, schools, and public agencies will all need to comply with the law and enroll in an organics recycling program.

How is it processed?

The law requires a significantly higher level of processing of organic material than current standards. Processors are required to monitor, track, and ultimately limit the amount of organic material sent to landfills after processing, requiring additional processing and the development of new systems to remove contaminants and excess organic material that may have previously been sent to the landfill as residue.

To learn more about SB 1383, go to:
<https://www.calrecycle.ca.gov/organics/slcp/jurisdictions>

*Jurisdiction means a city, county, a city and county, or a special district that provides solid waste collection services



We'll handle it from here.*

SB1383 Requirements

Collection

Organics Collection Program: Provide organics recycling collection to all customers jurisdiction-wide, greatly expanding current state-mandated organic collection requirements.

Container Color Uniformity: New collection containers must meet a matching color scheme and contain labels with graphics-based instructions for proper separation, which may require replacing all containers. Depending upon a number of factors, this could represent a very large outlay of capital, requiring years to recover in rates.

Non-containerized Green Waste: Organic materials must be separated or recovered from other bulky items or other non-containerized collection.

Monitoring

Minimizing Contamination: Monitor collection containers to ensure proper source separation by physically inspecting containers.

Compliance Inspections: Ensure all customers participate in the organics collection program and ultimately enforce compliance through penalties.

Enforcement & Reporting

Grant Waivers: Facilitate verifiable waiver process for customer exemptions.

Investigating Violators: Develop a system for tracking and reporting non-compliant customers.

Enforcement of Program: Jurisdiction is responsible for ensuring program enrollment & compliance and ultimately penalize non-compliant customers.

Adopt an Ordinance: Each jurisdiction must utilize an ordinance to outline its enforcement efforts.

Reporting: All aspects of the program must be tracked and reported annually.

Education & Outreach

Program Roll-out & Implementation: Outline new program requirements and service offerings to all customers.

Ongoing: Explain the purpose of program participation and compliance requirements.

Generators: Ongoing information for program compliance and the requirements to participate.

Procurement

Recovered Organic Waste Products: Each jurisdiction must procure a calculated volume of products originating from recovered organic material (i.e., a jurisdiction with 100,000 people must procure 4,640 tons of compost).

Recycled Paper: Procure paper products that contain recycled material.

Edible Food Recovery

Establish a Food Recovery Program: Create partnerships with edible food collectors to help reduce food waste.

Food Donor Requirements: Establish contracts with edible food collectors and submit data for reporting.

To learn more about SB 1383, go to:
<https://www.calrecycle.ca.gov/organics/slcp/jurisdictions>



We'll handle it from here.®

ORGANICS / ORGÁNICOS COV KHOOM COG



Acceptable items / Artículos aceptables / Yam khoom siv tau

Yard waste
Desechos de jardín
Khoom sw raws vaj tsev



Food waste
Desechos de comida
Khoom noj seem



Unacceptable items / Artículos no aceptables / Yam khoom siv tsis tau



Recyclables
Reciclables
Yam siv dua tau



Plastic bags and wrap
Bolsas y envoltura de plástico
Nab roj hmas thiab ntaub
qhuvv khoom



Trash and pet waste
Basura y desechos de mascotas
Khib nyiab thiab quav tsiaj



Construction waste
Desechos de construcción
Khoom ua vaj tsev seem



Fats, oils and grease
Grasas y aceites
Yam muaj roj



Hazardous waste
Desechos peligrosos
Khoom phom sij seem

559.275.1551

Customer service / Servicio al cliente / Chaw pab cuam qhua

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Guidance for Jurisdictions: How to Identify SB 1383 Commercial Edible Food Generators

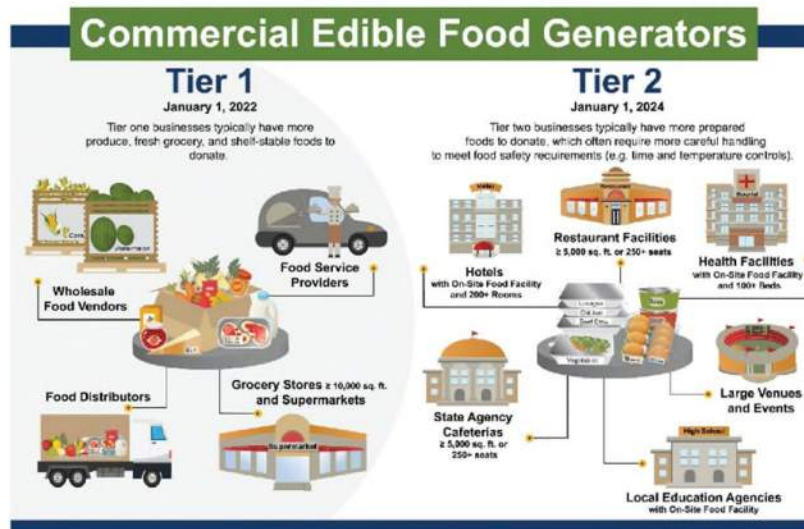
Introduction

California's Short-Lived Climate Pollutant Reduction law (SB 1383, Lara, Chapter 395, Statutes of 2016) establishes methane reduction targets for California, including a target to increase recovery by 20 percent of currently disposed edible food for human consumption by January 1, 2025.

To meet the mandated statewide goal, the law requires each jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationships between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations.

Defining Tier One and Tier Two Commercial Edible Food Generators

SB 1383 places commercial edible food generators into two tiers to allow businesses and jurisdictions time to expand or build new food recovery infrastructure and capacity to donate foods that are harder to safely store and distribute.



Appendix B: Labor Agreement

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
D/B/A ALLIED WASTE SERVICES OF FRESNO / REPUBLIC SERVICES OF FRESNO
AND
ALLIED WASTE TRANSFER SERVICES OF CALIFORNIA, LLC
D/B/A RICE ROAD RECYCLERY AND TRANSFER STATION

AND

TEAMSTERS UNION LOCAL NO. 431

July 1, 2022 through June 30, 2027

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This AGREEMENT made and entered into by and between ALLIED WASTE SERVICES OF NORTH AMERICA, LLC dba ALLIED WASTE SERVICES OF FRESNO/REPUBLIC SERVICES OF FRESNO and ALLIED WASTE TRANSFER SERVICES OF CALIFORNIA, LLC dba RICE ROAD RECYCLERY AND TRANSFER STATION hereafter referred to as the "Employer or the Company" and TEAMSTERS UNION LOCAL NO. 431 hereinafter referred to as the "UNION".

WITNESSETH

The parties hereto hereby agree to be bound by the following terms and provisions of this Agreement:

ARTICLE 1

COVERAGE OF AGREEMENT

This Agreement shall have application to all employees within the classifications mentioned in Appendix "A" employed by Employer within the territorial jurisdiction of the Union.

ARTICLE 2

UNION SECURITY

2.01 For the purposes of the collective bargaining, the Employer recognizes the Union as the exclusive representative of the employees covered by this Agreement.

2.02 All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union, or (iii) paying a service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the union's total expenditures; provided that employees choosing this option shall notify the Union in writing.

2.03 The effective date of Section 2.02 shall be the date of execution of the effective date of this Agreement whichever is later.

2.04 When new or additional employees are needed, the Employer shall notify the Union of the number and classification of employees needed. The Union shall nominate applicants for such jobs. The Employer shall choose between any nominees of the Union and any other applicants on the basis of their qualifications for the jobs. No applicants will be preferred or discriminated against by the Employer because of membership or non-membership in the Union.

2.05 The Employer agrees to notify the Union of all termination and hiring.

2.06 The Union agrees that written notice shall be given to the Employer at least thirty-six (36) hours before any employee is to be removed from his employment by reason of his/her failure to comply with one of the three (3) Membership options set forth in Section 2.02 above.

2.07 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to. Authorized agents must follow Company safety standards, including the use of proper PPE. All required PPE will be provided by the Company. An employee appointed by the Union to serve as the Union Shop Steward shall be permitted reasonable and necessary time to investigate and settle any grievances presented by an employee under Article 8 herein, provided such will not interfere with the performance of the Stewards' work on behalf of the Employer, or that of any other employee.

2.08 Each employee subject to the provisions of this Agreement may authorize the Employer in writing to deduct monthly Union dues on or before the last business day of each month, and to remit same directly to the Local Union. All Union Initiation fees, Reinstatement fees and Union dues deducted by the Employer shall be forwarded to the Union by the Employer on or before the last business day of each month. Should an employee be scheduled off on vacation during a week in which dues are usually deducted, said dues will be deducted from the pay for the week prior to the beginning of the vacation.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 Subject to the limitations of this Agreement the Company retains its rights of management, including, but not limited to, the rights; To maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices to be observed by its employees; To discipline and discharge employees for just cause; To select hire, direct and control the working force and employees; To transfer, assign, promote, demote, classify, layoff, recall, suspend and retire employees; To introduce new, eliminate or change equipment, machinery, services or processes; to subcontract; To plan, direct and control operations; To determine the locations and extent of its operations and their commencement, expansion, curtailment, or discontinuance in whole or in part; To determine the standards, methods and means of production, the schedule of work and of production and the number of shifts.

3.02 The above enumeration of rights is by way of example only and is not a limitation on the Company's right to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the company, and, except as provided in this agreement, the continuance or discontinuance of any past practice or benefit is vested solely in the discretion of the Employer.

ARTICLE 4

WORKING CONDITIONS

4.01 The wage rates and classifications covered by this Agreement are set forth in the schedule identified as Appendix "A" attached hereto and made a part hereof.

4.02 The Employer agrees that no employee of the Union who, prior to the date of this agreement, was receiving more than the rate of wages designated in this Agreement or conditions better than those herein provided for the class of work in which he or she was engaged, shall suffer a reduction in the rate of wages conditions of employment during the operation of or because of the adoption of this Agreement; and, in addition, no employee will receive less than the general increases as negotiated, and provided in Appendix "A" of this Agreement on the dates herein specified.

4.03 Upon the request of the Union on behalf of the employee whose time or pay is in question, the Employer agrees to submit the payroll records of such employee for audit by an agent of the Union.

4.04 The Employer shall install and maintain a time clock, at all times for the purposes of computing all hours worked.

4.05 The Employer shall make responsible provisions for the safety and health of its employees during the hours of their employment. All protective devices necessary to properly protect employees from injury shall be provided for and the cost assumed by the Employer, including proper eye protection devices necessary for employee's safety while he or she is welding, grinding, or performing other operations that require eye protection devices. The Company agrees to provide one pair of gloves per month to each employee (i) who returns the old pair and (ii) upon verification by a Company official that the old pair is not fit for future use.

4.06 The Employer shall not require employees to take out on the streets and highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, until such equipment has been approved as being safe by the maintenance or mechanical department. Employees shall immediately or at the end of their shift report all defects of equipment. Such reports shall be made on suitable forms furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. If the Employer implements the use of vehicles which are a new manufacture to the facility, or if an employee is required to drive a piece of equipment which is new to him/her, the Employer will provide appropriate training to all effected drivers and mechanics. If any employee believes additional training is necessary, the Company and the Union will meet to determine an appropriate time frame.

4.07 The Company agrees to provide a glass-enclosed union bulletin board secured by a key. The key will be available to shop stewards. Postings by the Union on such board shall be confirmed to official business of the Union.

4.08 The Company will furnish, on a checkout basis, dust masks and goggles to transfer station operators who shall be responsible for said equipment and for returning same to the Company in the same condition as they received it, reasonable wear and tear expected.

4.09 The Employer will institute a safety committee comprised of a representative from each classification, to review current policies, review accidents or injuries, and provide feedback to the management of their conclusions. The Company will consider the input of the committee to modify or implement rules. The Employer's Safe Actions for Excellence handbook or (designated Employer safety manual) will be used as the standard for safe work practices.

4.10 The Employer agrees to provide on its premises a place where Mechanics and Welders may place his or her tools under lock. The Mechanic and Welders must have his or her tools in a locked toolbox before storage. The Employer will provide an inventory form to all Mechanics and Welders each quarter to account for all tools each individual Mechanic and Welders has in his or her possession. Each Mechanic and Welder must provide the Employer with an inventory list of his or her tools and keep it updated. If a forcible break-in and entry (burglary) or fire occurs and a Mechanic or Welder's tools are stolen from such locked storage area, the Employer agrees to reimburse the Mechanical or Welder for such stolen or destroyed tools (as reflected on the inventory list) up to \$20,000 (twenty-thousand dollars). The Employer will provide all maintenance helper's/welder's a tool allowance of \$40.00 (forty dollars) per month for the purchase of tools necessary in the performance of their duties unless the employer provides such tools. In the event the California statute changes, and the employer is no longer required to pay the Mechanic "A" classification of two times the minimum wage, the employer will reinstate the \$40.00 (forty dollars) per month tool allowance unless the employer provides such tools.

4.11 The Employer agrees to pay the cost of DOT (Department of Transportation) physical examinations required as a condition of employment, provided such physical examination is performed by a physician authorized by the Employer.

4.12 The Union and the Employer agree that a drug and alcohol-free workplace is in the best interest of the Company, its employees, the Union and the public, and thus, an employee may be discharged because of his sale, use, possession, or being under the influence of or impaired by alcoholic beverages, marijuana, or controlled substances. At the Company's expense, and under the direction of the Company's physician, physical examinations, including X-rays and, including (i) upon reasonable suspicion by the Employer that an employee may have used a controlled substance, including marijuana or have abused alcohol, (iii) pursuant to DOT or other regulations, and/or (iii) pursuant to written customer requirement, a test to determine such use or abuse may be made of any employee at any time the Company may specify. Any such test for substance use shall be performed pursuant to established procedures as set forth in regulations adopted by the Department of Transportation. Prior to the implementation of any drug-testing program, the Company agrees that its supervisors will receive training, which meets the requirements of regulations adopted by the Department of Transportation, about symptoms and evidence of alcohol abuse and drug (including marijuana) use. In addition, the Company, prior to the implementation of any drug-testing program, will provide its employees with the names and telephone numbers of assistance services. Any employee who, pursuant to a test administered in accord with the procedures described above, test positive for a controlled substance, or has alcohol levels prescribed by federal or state law for the operation of a commercial vehicle, or any employee who refuses to submit to such testing, shall be subject to immediate termination, upon confirmation of the results.

4.13 The Employer and Union agree to meet on a quarterly basis, guidelines to be mutually agreed upon, for the purpose of communication with the employees on their concerns of health, safety, and general working conditions.

4.14 As a condition of employment, all drivers must maintain a valid commercial drivers' license and current medical card. In the event an employee's CDL or medical card becomes invalid, he or she will be subject to discharge or suspension at the discretion of the Employer.

ARTICLE 5

WORK WEEK – WORKING HOURS AND OVERTIME

5.01(A) The regular workweek shall consist of six (6) work days, Monday through Saturday. Employees who are scheduled to work and report for work at their scheduled start time and remain available for work during the day shall be guaranteed a minimum of eight (8) hours pay per day. One and one half (1 ½) times the applicable hourly rate shall be paid all employees for all hours worked in excess of eight (8) hours per day. As for employees scheduled to work four (4) ten (10) hour days per week, one and one half (1 ½) times the applicable hourly rate shall be paid them for all hours worked in excess of ten (10) hours per day. Two (2) times the applicable hourly rate shall be paid all employees for all hours worked on Sunday and all hours worked in excess of twelve (12) hours in one day. One and one half (1 ½) times the applicable hourly rate will be paid to employees after working forty (40) hours per week. It is understood that there is to be no duplicating or pyramiding of overtime: that the payment of overtime pay after forty (40) hours worked per week is not in addition to payment of daily overtime.

Notwithstanding, in the event that Saturday work is required, after an employee has worked forty (40) hours, the employee shall be guaranteed four (4) hours pay, provided the employee reports for work at the scheduled start time: for hours worked on Saturday in excess of four(4), but less than six(6), the employee shall be guaranteed (6)hours of pay; for hours worked on a Saturday in excess of six (6), but less than eight (8), the employees shall be guaranteed eight (8) hours pay; for hours worked on a Saturday in excess of eight (8) hours the employee shall receive pay for all such hours worked.

(B) In the unusual situation where work must be performed on an unscheduled day, employees shall be guaranteed four (4) hours pay at one and one half (1 ½) times the employees regular rate of pay, provided the employee reports for work at his or her scheduled start time; for hours worked in excess of four (4), but less than six (6), the employee shall be guaranteed six (6) hours pay at one and one half (1 ½) times the employees regular rate of pay provided the employee reports to work at his or her scheduled start time; for hours worked in excess of six (6) but less than eight (8) the employee shall be guaranteed eight (8) hours pay at one and one half (1 ½) the employees regular rate of pay provided the employee reports to work at his or her scheduled starting time. If an employee fails to complete a regular scheduled work week, then the hours worked on an unscheduled day will be paid at straight time, except hours worked on a Sunday, which hours will be paid at double (2) time.

5.02 All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimum. Time shall be computed from the time that the employee is ordered to report to work and register in until he or she is effectively released from duty, exclusive of meal periods. In order to lessen fatigue, all drivers must take an uninterrupted meal of at least thirty (30) minutes each day. All drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practices described therein all time lost due to delays as a result of overloads or certificate violations involving federal state or city regulations which occur through no fault of the driver, shall be paid for.

5.03 The Employer shall designate and may change on a weekly basis, a permanent starting time for each employee. Starting time for employees assigned to modified duty will not change more than three (3) hours from the employee's normal start time without mutual agreement between the parties.

5.04 Pay period shall be Sunday through Saturday of each week an employee shall be paid on the Friday following each pay period, except on a holiday week.

5.05 Overtime work shall be assigned on the basis of seniority with it being offered to the more senior employee(s) first within each job classification. If senior employees decline overtime work, the Employer shall assign such work from the bottom of the seniority list within each classification. For overtime purposes, it is understood that lead person falls under all classifications for which assigned and their seniority falls. For emergency overtime (work to be performed immediately) and unscheduled overtime (work to be performed within 24 hours) the Employer will provide a monthly sign-up sheet for those employees who wish to be called for overtime work. The Employer will assign the overtime from the sign-up list by seniority.

5.06 For the purposes of covering assigned open trash or recycling routes, during the Monday through Friday work week, an employee who was asked or assigned to perform another route, other than their normal assigned bid route, shall receive an additional eighty cents (\$0.80) per hour, for all work performed that day. The additional eighty cents (\$0.80) is not applicable to employees who are asked to help complete an open route after completing their assigned route. The Company shall have the sole discretion of deciding which employee will perform an open route, without regard to seniority. Ability and qualifications shall be the determining factor.

ARTICLE 6

SENIORITY

6.01 seniority is defined as the length of an employee's continuous service, from his hiring date with the employer (employees with the same hire date will have seniority determined first by drug screen date, second by physical date, third by application date and 4th, alphabetically), and shall apply in all cases of shift preference, increase or decrease in forces, rehiring and vacation, within the working classifications as set forth in Appendix "A" attached hereto. The Employer shall have the absolute right to discharge an employee(s) without complying with other terms and conditions contained in this Agreement at any time prior to the expiration of sixty (60) days of employment. In the event that the newly hired employee experiences circumstances (i.e., on off duty injury or other mitigating circumstances) within the sixty (60) day probationary period after employment, that causes the employee to miss work, the Company will have the option to extend the probationary period for an agreed upon time between Company and the Union.

6.02 (A) When it is necessary to reduce the number of employees within a classification or system set forth in Appendix "A", employees will be laid off according to the seniority within the classification or system affected. When the Company requires new employees, the Company will recall any employee who is laid off at the time provided the employee has not been laid off for more than one (1) year. Employees who are recalled as temporary employees and are laid off again will reset their employment layoff status. When an increase in the number of employees by the Employer is warranted, employees shall be restored to duty according to their seniority, provided the affected employee responds to the call of the Employer and reports for duty within thirty-six (36) hours from the date of dispatch of said call to the address of the employee, as filed with the Employer, by fast message telegraph and to the Union by telegraph or telephone. The giving of the aforementioned call shall fulfill the obligations of the Employer under this provision of this Agreement.

(B) If any employee, with less than five (5) years of service, is to be permanently laid off, and the reason for the layoff is due to the loss of specific business segment of a municipal contract, the employee will

receive two (2) days (16 hours) of pay. Employees with five (5) years or more of service will receive one (1) week pay for every year of service, two (2) months health and welfare and all accumulated sick leave and vacation pay. This provision expressly does not apply to seasonal layoffs or temporary layoffs due to fluctuations in the volumes of business.

(C) An employee laid off from one classification or system will be entitled to displace, or bump, a less senior employee in another classification or system provided the more senior employees qualified to perform the job. Employees who become disabled and cannot perform their regular duties will not be entitled to bump based solely on their disability.

(D) The Company shall endeavor to insert the progressive discipline language (Article 7) into all contracts with outside entities (Cities). No driver will be displaced from his or her route without going through the progressive discipline outlined in Article 7. When an outside entity will not recognize the provisions of Article 7 and the Company removes the employee from a bid route, the employee shall have the right to exercise his or her seniority and bump another driver where their seniority will allow.

6.03 Accumulated seniority shall be lost upon:

- (a) Discharge for just cause
- (b) Voluntary quitting
- (c) Failure of an employee to report to work as required in Section 6.02 hereof

6.04 Bidding of routes and bidding of Rice Road (other than transfer operators) shall be on August 1, 2023 and every two (2) years from the date of the last bidding of all routes. The employer will attempt to have the open bid completed within sixty (60) days, if not; Management will notify the Union prior to the sixty (60) days, of what is causing the delay. The driver with the most seniority shall be awarded the route of their selection. Mechanics shall have the right, on a seniority basis, to bid for shifts and location. Thereafter, all bidding of position shall occur only in those instances where a permanent position is determined to exist pursuant to Article 6.05 of this Agreement. A driver may bid only within one (1) of four (4) classifications at the time of such bidding: residential, commercial, roll-off and recycling driver. Any successful bidder in the open bid process who is disqualified within forty-five (45) days by the Company, either because of the bidder's inability to do the work or for some other reason, will lose their seniority for that open bid process and be put into the lowest seniority position for which they are qualified.

6.05 The Company agrees that in the event it determines a permanent position vacancy exists, either as a result of an employee termination or the addition of a new position, but not including route realignments or adjustments, it shall post a notice of such vacancy for five (5) consecutive working days. Employees who are interested in bidding for such posted vacancy shall sign the notice of vacancy within five (5) days posting period. The Company shall, at the end of the posting period, select the employee it believes is the most senior qualified applicant for the job. The remaining vacancy that results from the filling of a posted vacancy shall be assigned by seniority preference from a lower paid classification, if qualified. Any posted vacancy for which no bids are received from the qualified employees shall be filled by the Company at its discretion.

6.06 No successful bidder one who has physically started training for the job shall be allowed to bid on another route vacancy for twelve (12) months. In the event the successful bidder is disqualified within forty-five (45) days by the Company, either because of the bidder's inability to do the work or for some

other reason, he or she shall be returned to his or her former position and rate of pay and shall not be allowed to bid on another vacancy for twelve (12) months. During the training period, the employee shall be paid his or her rate of pay at the time training starts. The employee shall be paid such pay until training is completed, which shall not exceed forty-five (45) days. After a job bid has been awarded, the successful bidder must be performing those bid duties within thirty (30) days.

6.07 In applying section 6.05, no employee bidding on such a vacancy shall be rejected solely because the vacancy is within a system other than that being operated by the bidder.

6.08 Any employee who obtains the proper license endorsement to drive a company vehicle would have the opportunity to bid on a posted opening provided they demonstrate necessary qualifications.

6.09 A disabled employee can bid on open routes of their choice according to seniority and will be awarded when they return to work with a doctor's release to perform the job requirements of the route.

6.10 When an employee is off for sixty (60) days, the Employer will post the vacancy as a temporary bid. If the employee returns, he or she will replace the temporary employee and the temporary employee will then return to his or her original job duties. If it is determined that an employee cannot return to work from disability, the job then becomes permanent.

ARTICLE 7

DISCHARGES OR SUSPENSION

7.01 The Employer shall not discharge or suspend any employee without just cause, and shall prior to discharge, give warning notice or a disciplinary suspension as provided in the Company rules. The Employer has five (5) calendar days from the date of the discharge to notify and send a copy of the discharge letter to the Local Union by certified mail, e-mail or fax. Discharge for all rules classified, as just cause shall not require any prior warning.

7.02 It is agreed that the Company may establish and enforce work rules to be followed by the employees with approval of the Union. Any rules implemented by the Company may be made the subject of a grievance by the Union to test their reasonableness prior to any warnings for infractions.

7.03 Any employee may request an investigation as to his discharge or suspension in accordance with the grievance and arbitration provisions of this Agreement. Any employee who the Employer determines after its investigation is to be suspended shall be notified promptly of the dates of the suspension.

7.04 In the case of vehicle accidents that do not involve personal injury or that do not warrant the aid of an adjuster to investigate; the Employer will notify the employee if he or she is to be suspended and the dates of the suspension within seven (7) calendar days. In the event the Employer determines a decision regarding suspension cannot be made within this time period, the employer will promptly advise the Union within the seven (7) day time period.

7.05 All suspensions and/or discharges shall be in the presence of a Union Steward unless otherwise requested by employee being disciplined. Union Steward presence will be offered to all employees who

are suspended and/or discharged, but the employee being disciplined has the right to reject the presence of a Union Steward.

ARTICLE 8

GRIEVANCE PRODECURE

8.01 The parties hereto recognize and agree that industrial peace is to be desired at all times in the area covered by this agreement and to that end and for the purpose of adjusting differences, misunderstandings, disputes or controversies arising supplemental hereto, it is agreed as follows:

8.02 Grievances shall be limited to disputes arising as to the meaning or application of any provisions set forth in this Agreement. The parties agree that written warnings are not grievable until which time they become a basis for discipline involving time off. Any employee who believes he or she has a grievance may present it orally to his supervisor for adjustment with or without his or her Union representative and the supervisor will notify the employee within three (3) working days of his or her decision. No grievance will be recognized by the employer until such presentation has been made. If the grievance is not settled by this procedure, and the employee wishes to carry it further, he or she must file his or her grievance in writing with the Union no later than ten (10) days following the event giving rise to his grievance. The parties hereto shall exercise every amicable means to settle or adjust such grievances.

8.03 In the event of failure to accomplish the settlement or adjustment for such grievances by the above procedure within five (5) days after the date was filed within, the matter may be referred to a Board of Adjustment by written notice by either party to the other party. The Board of Adjustment shall consist of two (2) members appointed by the Company and two (2) by the Union. The Board members appointed shall not be employed by the Teamsters Local 431 or the Company. In the event the Board of Adjustment is unable to settle or adjust the grievance or grievances within ten (10) days after the date the grievance was filed with the Union, the matter may be referred to arbitration by written notice by either party to the other party. The parties shall try to agree on an arbitrator no less than ten (10) days from the date of such notice. If no agreement is reached within the ten (10) day period, an arbitrator shall be selected from a list of nine (9) arbitrators submitted by the Federal Mediation and Conciliation Service, by alternative striking of names until one name remains.

8.04 The arbitrator shall have no power to alter, amend, and change or to subtract from any of the terms of this agreement, but shall determine only whether or not there has been a violation of this Agreement in respect of the alleged grievance. The decision of the arbitrator shall be based solely upon the evidence, arguments presented to him or her by the respective parties in the presence of each other. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the disputes. Costs of the arbitrator shall be shared equally by both parties. The parties hereto shall exercise every amicable means to settle or adjust such grievances

ARTICLE 9

NO STRIKE – NO LOCKOUT

9.01 During the life of this agreement there shall be no lockout by the company, and there shall be no strike, sympathy strike, stoppage of work, slowdown, picketing or any other interference of any kind

with the operations of the Company by the Union or any of the employees covered hereby at the Employer's premises.

9.02 Any employee engaging in an unauthorized strike or other form of work stoppage shall lose all employment and grievance procedure rights under the Agreement and the Union agrees to in no way question the right of the Employer to discipline or discharge any employee engaging in such activity during the life of this Agreement.

9.03 An employee shall not be subject to discharge if he or she refused to cross the lawful, primary picket line established at a customer's place of business sanctioned by the Joint Council of Teamsters No. 7.

ARTICLE 10

HOLIDAYS

10.01 The following holidays shall be granted to the regular employees without deduction in pay, regardless of which day of the week the holiday falls, and shall be paid to an employee who has been on the Employer's payroll for a period of thirty (30) consecutive calendar days immediately preceding such holidays and who works on the regular work days immediately preceding the following such holidays, unless excused by the Employer. Employees shall be paid for such holiday on the basis of eight (8) hours or, for employees with regularly scheduled to work a four (4) ten (10) hour day week, ten (10) hours at the straight time of pay set forth in this Agreement when no work is performed on such holidays:

New Year's Day	Labor Day
4th of July	Thanksgiving Day
Memorial Day	Christmas Day
Employee Birthday	Anniversary Day

10.02 Any employee who wishes to take his or her birthday off work must request the day off no less than two (2) weeks in advance. It will be at the Employer's sole discretion to allow the employee to take the day off from work, based upon the workload and availability of other employees that day. If the Employer is unable to allow the employee off from work that day, the employee shall be paid for such holiday on the basis of eight (8) hours or, for employees regularly scheduled to work a four (4) ten (10) hour day week, ten (10) hours at the straight time of pay set forth in this Agreement. An employee required to work his or her birthday shall receive, in addition to their regular birthday holiday allowance, time and $\frac{1}{2}$ (1 $\frac{1}{2}$) their regular rate of pay for such holiday.

10.03 Employees required to work any of the foregoing holidays shall receive, in addition to their regular holiday allowance, time and $\frac{1}{2}$ (1 $\frac{1}{2}$) their regular rate of pay for such holiday work. Employees, who are scheduled to work any of the foregoing holidays, must work the last scheduled day before, scheduled day after and the holiday in order to receive holiday pay, unless excused by the Employer. A regular employee who is laid off by the Employer less than fifteen (15) calendar days prior to a holiday shall be entitled to holiday pay, and he or she shall receive pay for the holiday at the time of layoff. The Employer shall not schedule an employee to work on Thanksgiving, Christmas or New Year's Day unless an emergency or customer service necessity arises.

10.04 Holidays shall not be considered as time worked for the purpose of computing overtime period any holiday that falls on a non-work day shall be paid for at the straight time rates of pay set forth in this agreement.

ARTICLE 11

VACATIONS

11.01 Employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay.

11.02 Employees who have completed three (3) years of service shall receive two (2) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the fifth (5th) year of employment.

11.03 Employees who have completed five (5) years or more of service shall receive three (3) weeks' vacation with pay for the fifth (5th) year and each year of employment thereafter.

11.04 Employees have completed twelve (12) years or more of service shall receive four (4) weeks' vacation with pay and a like vacation for each succeeding completed year of employment thereafter.

11.05 Employees who have completed twenty-five (25) years or more of service shall receive five (5) weeks' vacation with pay and a like vacation for each succeeding completed year of employment thereafter.

11.06 In no event, however, shall any hourly employees receive less than forty (40) hours pay per week at the employees regular rate of pay for each week of vacation earned, based on the employee's wage rate in effect at the time the vacation is taken by the employee.

11.07 An employee shall receive his or her vacation pay prior to taking his vacation, provided he or she requests same at least one (1) week in advance.

11.08 An employee who has completed one (1) full year of service and who quits or is discharged before the completion of any full year of employment thereafter shall be entitled to a prorated vacation pay allowance upon severance of employment, computed upon the same formula he or she would have received he had he or she completed such year of employment; Provided, however, that upon termination of employment for any reason the terminated employee shall not be entitled to such prorated vacation pay until he or she has completed the first six (6) months of employment in such year. The prorated vacation pay shall be paid upon severance of employment.

11.09 Laid-off employees who are qualified to receive prorated vacation pay at time of lay-off shall have the option of collecting accumulated prorate vacation pay for the portion of the employment year worked at the end of thirty (30) days following date of such lay-off. Lay-off status of more than thirty (30) days duration shall not be counted in qualification for future vacation benefits. Should such laid-off employee, however, be recalled and return to work within one hundred twenty (120) days of the date of such lay-off, all time accumulated prior to date of lay-off shall be used in establishing qualifications for future vacation benefits.

11.10 The time lost due to an employee's own sickness or injury shall not be deducted from the employees accrued time for sick leave and vacation benefits unless they have lost one hundred eight (180) consecutive calendar days at which time sick leave and vacation benefits will stop accruing until employee returns to work. However, employees on a personal, non-medical related leave of absence shall not accrue vacation or sick leave benefits.

11.11 No employee shall be permitted to take more than two (2) consecutive weeks of vacation without the consent of the Employer. In the event two (2) or more employees desire the same week or weeks of vacation, preference shall be granted the most senior employee, provided he or she has not previously been granted such a preference within the same calendar year.

11.12 Employees can carry over up to a maximum of one hundred sixty (160) hours of accrued vacation per year. All accrued vacation in excess of one hundred sixty (160) hours shall be paid out each December 1st annually.

11.13 Vacation selection forms will be handed out no later than October 1st of each year with employees having two (2) days to respond to ensure all vacations will be scheduled by December 31st of each year.

ARTICLE 12

LEAVES OF ABSENCE

12.01 Any employee desiring leave of absence from his or her employment shall secure written permission from the Employer. The maximum leave of absence shall be for twelve (12) months and may be extended for like periods. Permission for same must be secured from the Employer with a copy sent to the Union.

12.02 During the period of absence the employee shall not engage in gainful employment, unless mutually agreed to between the Employer and the employee. Failure to comply with this provision shall result in complete loss of seniority rights.

12.03 Employees will be responsible to pay their portion of any Health and Welfare contributions while on an approved leave of absence covered by FMLA or California Paid Leave. Any enhanced benefit or waivers offered by Delta Health Systems will not be utilized until all other benefits through FMLA and California Paid Family Leave have been exhausted.

ARTICLE 13

SICK LEAVE

13.01 Each regular full time employee who has completed his or her probationary period shall earn sick leave at the rate of one (1) day for each two (2) months of service to a maximum of six (6) days each year of his employment. Sick leave earned but not taken shall either be paid to the employee on December 1st annually or, at the employee's discretion, reserved or accumulated to the next December 1st at which time, if the employee has accumulated but unused sick days in excess of ninety-six (96) hours, the amount in excess of ninety-six (96) hours shall be paid to the employee.

13.02 Sick leave pay will be paid to any regular employee with accumulated sick days beginning the first day of any sickness or injury. If the absence is immediately preceding or following an employee's vacation, written proof illness or injury (note from a doctor) may be requested by the Employer for sick leave to be paid.

13.03 All sick leave shall be paid at the straight time rate of pay, at eight (8) hours per day. All employees working a schedule of four (4) ten (10) hour days shall receive sick leave pay at the rate of ten (10) hours per day but in no case shall such employee receive more than forty-eight (48) hours total compensation at such employee's straight time rate of pay and not at overtime rates.

ARTICLE 14

FUNERAL LEAVE

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a three (3) paid days off to attend the funeral, or other bereavement rite. Time off shall not extend beyond three (3) days unless an additional uncompensated day is required for travel over 200 miles. In no event will the total compensated time off exceed three (3) scheduled days. The employee will be paid eight (8) hours at the employee's straight time hourly rate for each day lost from work for those employees whose regularly scheduled work is five (5) days, and ten (10) hours at the employee's straight-time hourly rate for those employees who regularly scheduled work is four (4) days. Members of the employee's family will mean the spouse, child, stepchild, grandchild, father, mother, brother, sister, grandparents, grandparents of the spouse, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Employer has the right to request proof of death of the employee's family member.

ARTICLE 15

JURY DUTY

15.01 Employees called for jury duty or employees subpoenaed as court witnesses for the employer shall be paid at their straight-time wages for the time spent in court service, less the amount of court fees received therefore up to a five (5) day maximum.

15.02 An employee who is not required to serve the entire day on jury duty shall, within reason, be required to work that portion of his or her assigned shift which remains.

15.03 Employees who are assigned to work the night shift must inform the Employer immediately upon notice of jury service. Upon proper notification, night shift employees will be assigned to the day shift during the period of their jury service.

15.04 All employees who are required to perform jury service will be assigned working hours of 8:00 AM to 5:00 PM on days they are required to report for such service.

ARTICLE 16

HEALTH AND WELFARE

16.01 The parties hereto agree that the Employer shall become a participant in a Trust Fund designated as the Northern California General Teamsters Trust Fund, Delta Benefits Premier Plus Full Coverage and shall pay for the duration of this Agreement its portion of the monthly premiums as stipulated in Section 16.02 for each regular employee covered by this Agreement, with payments to be made to the Northern California General Teamsters Trust Fund, c/o Delta Benefits, P. O. Box 1147, Stockton, California 95201. The Employer agrees to remit the entire amount of the contributions owed to the Northern California General Teamsters Trust Fund, Delta Benefits Premier Plus Full Coverage and deductions for the portion of the contributions owed by the employees will be made from employee paychecks.

16.02 The present level of all benefits shall be maintained during the life of this Agreement, ten (10%) of the contribution per month necessary to maintain such benefits shall be paid by the employees through payroll deduction. Ninety (90%) of the contribution per month necessary to maintain such benefits shall be paid by the Employer. However, the Union agrees that the Employer, at its sole discretion, may terminate its participation in and contributions to the Northern California General Teamsters Trust Fund, Delta Benefits Premier Plus Full Coverage and substitute a plan and of benefits is equivalent to or better than that of the Delta Benefits Premier Plus Full Coverage. Employees may opt out of the plan and elect not to be covered by the insurance plan.

16.03 In the event Congress enacts a National Health Care Plan that materially alters the Employer's obligation under this provision to contribute to Delta Benefits Premier Plus Full Coverage either party, upon thirty (30) days written notice to the other party, may reopen this Article for the purpose of negotiation of changes to a provision contained therein.

16.04 In this Article, a regular employee shall be defined as an employee who completes a sixty (60) day probationary period and an employee must have eighty (80) compensable hours or more in the calendar month immediately preceding the month in which the premium payment is made. For this Article only, compensable hours include vacation and/or sick leave taken but not vacation and/or sick leave paid out.

16.05 Total monthly H&W premiums. Upon ratification, the employee is responsible for 10% of monthly premium and the employer is responsible for 90% of monthly premium. Any increases above the monthly premiums prescribed below shall be paid by the employee:

Starting January 1, 2023, the Company will contribute 90% of the cost of the plan. The employee will contribute, through payroll deductions, 10% of the cost of the plan per employee per month (PEPM)

January 1, 2023	Premier Plus PPO	Premier Plus Kaiser
Employee Only	\$857.00/Employee Contribution \$85.70	\$857.00/Employee Contribution \$85.70
EMP + Spouse	\$1,453.00/Employee Contribution \$145.30	\$1,453.00/Employee Contribution \$145.30
EMP + Children	\$1,382.00/Employee Contribution \$138.20	\$1,382.00/Employee Contribution \$138.20
Family	\$1,925.00/Employee Contribution \$192.50	\$1,925.00/Employee Contribution \$192.50

Starting January 1, 2024, the Company will contribute 90% of the cost of the plan up to a 3.25% increase. The employee will contribute, through payroll deductions 10% of the cost of the plan per employee per month (PEPM)

January 1, 2024	Premier Plus PPO	Premier Plus Kaiser
Employee Only	\$884.85/Employee Contribution \$88.49	\$884.85/Employee Contribution \$88.49
EMP + Spouse	\$1,500.22/Employee Contribution \$150.02	\$1,500.22/Employee Contribution \$150.02
EMP + Children	\$1,426.92/Employee Contribution \$142.69	\$1,426.92/Employee Contribution \$142.69
Family	\$1,987.56/Employee Contribution \$198.76	\$1,987.56/Employee Contribution \$198.76

Starting January 1, 2025, the Company will contribute 90% of the cost of the plan up to a 3.25% increase. The employee will contribute, through payroll deductions 10% of the cost of the plan per employee per month (PEPM)

January 1, 2025	Premier Plus PPO	Premier Plus Kaiser
Employee Only	\$913.61/Employee Contribution \$91.36	\$913.61/Employee Contribution \$91.36
EMP + Spouse	\$1,548.98/Employee Contribution \$154.90	\$1,548.98/Employee Contribution \$154.90
EMP + Children	\$1,473.29/Employee Contribution \$147.33	\$1,473.29/Employee Contribution \$147.33
Family	\$2052.16/Employee Contribution \$205.22	\$2052.16/Employee Contribution \$205.22

Starting January 1, 2026, the Company will contribute 90% of the cost of the plan up to a 3.25% increase. The employee will contribute, through payroll deductions 10% of the cost of the plan per employee per month (PEPM)

January 1, 2026	Premier Plus PPO	Premier Plus Kaiser
Employee Only	\$943.30/Employee Contribution \$94.33	\$943.30/Employee Contribution \$94.33
EMP + Spouse	\$1,599.32/Employee Contribution \$159.93	\$1,599.32/Employee Contribution \$159.93
EMP + Children	\$1,521.17/Employee Contribution \$152.12	\$1,521.17/Employee Contribution \$152.12
Family	\$2,118.86/Employee Contribution \$211.89	\$2,118.86/Employee Contribution \$211.89

Starting January 1, 2027, the Company will contribute 90% of the cost of the plan up to a 3.25% increase. The employee will contribute, through payroll deductions 10% of the cost of the plan per employee per month (PEPM)

January 1, 2027	Premier Plus PPO	Premier Plus Kaiser
Employee Only	\$973.96/Employee Contribution \$97.40	\$973.96/Employee Contribution \$97.40
EMP + Spouse	\$1,651.30/Employee Contribution \$165.13	\$1,651.30/Employee Contribution \$165.13
EMP + Children	\$1,570.61/Employee Contribution \$157.06	\$1,570.61/Employee Contribution \$157.06
Family	\$2,187.72/Employee Contribution \$218.77	\$2,187.72/Employee Contribution \$218.77

16.06 The parties shall have the right to re-open the provisions of this Section to negotiate modification to this Agreement's health benefits provisions and cost sharing to the extent a party believes changes are or will be needed to: (1) comply with the Affordable Care Act, its regulations or other federal, state, or local health care reform legislation; (2) avoid or minimize fees (including but not limited to the

employer shared responsibility assessable payment), fines, taxes, the implementation of Cadillac taxes (a/k/a the excise tax on high cost employer sponsored health coverage), assessments, or (3) avoid Fund charges or contribution increases beyond those expressly in the contract, or penalties regarding the provision of insurance coverage. The parties shall commence negotiations with thirty (30) days upon receipt of said notice and continue for up to sixty (60) days. Should no agreement be reached, the parties shall have the right to take any legal or economic action they deem necessary.

ARTICLE 17

PENSION

17.01 The employees covered by this Agreement are covered under the terms and conditions of the Western Conference of Teamsters Pension from the first compensable hour at a starting rate of four dollars and sixty-one cents (\$4.61) per hour contribution effective July 1, 2022 payable in August for July hours.

For each employee who has worked or been compensated for one hundred and sixty (160) hours or more during a calendar month effective:

July 1, 2022, the sum of seven hundred and ninety-nine dollars and five cents (\$799.05;\$4.61 per hour);

July 1, 2023, the sum of eight hundred and eighteen dollars and twelve cents (\$818.12;4.72 per hour);

July 1, 2024, the sum of eight hundred and thirty-seven dollars and eighteen cents (\$837.18;4.83 per hour);

July 1, 2025, the sum of eight hundred and fifty-seven dollars and ninety-eight cents (\$857.98;4.95 per hour);

July 1, 2026, the sum of eight hundred and eighty-three dollars and ninety-eight cents (\$883.98;5.10 per hour)

For employees who have worked or been compensated for less than one hundred and sixty (160) hours during a calendar month effective:

July 1, 2022, the sum of four dollars and sixty-one cents (\$4.61) per hour

July 1, 2023, the sum of four dollars and seventy-two cents (\$4.72) per hour

July 1, 2024, the sum of four dollars and eight-three cents (\$4.83) per hour

July 1, 2025, the sum of four dollars and ninety-five cents (\$4.95) per hour

July 1, 2026, the sum of five dollars and ten cents (\$5.10) per hour

17.02 Those employees vested in the BFI Retirement Plan will receive the retirement benefits as stated by the Plan at the time of retirement.

17.03 Supplemental Income 401(k) Plan: The Employer agrees to participate in the Supplemental Income 401K Plan administrated by Northwestern Administrators, Inc. (The Plan.) The Employer's obligation to the Plan are limited to:

*The timely execution of the plan's Subscriber Agreement;

- *The timely payment of that portion of their wages employees elect to pay into the Plan; and
- *The payment of the Plan's administrative fee of \$1.75 per month for each employee who elects to participate in the Plan. It is understood that the Employer is not a sponsor of the Plan and is not responsible for any employee contributions once such contributions have been paid over to the Plan.

17.04 Contributions will be deducted from the employees pay weekly on a pretax basis and forwarded to the Plan by the designated date of the following month.

17.05 If during the term of this Agreement, the Employer is legally required to increase its contributions to the Pension Plan over that required therein (or the aggregate effect requires additional contributions) due directly or indirectly by any law, regulation or rule, including the Multi-Employer Pension Plan Act or the Pension Protection Act of 2006 and any successor legislation, then beginning the affected date of the higher contributions, until the date the additional contribution rate ceases, the Employer shall be entitled to reduce the wage rate as set forth in the Agreement, or increase the employee health and welfare contribution, by the amount of the additional Employer contribution rate to the Pension Plan.

ARTICLE 18

SUCCESSORS AND ASSIGNS

18.01 This Agreement shall be binding upon both parties, their successors and assignees. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

18.02 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lease, or assignee or any operation of the Employer, or part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of the sale, transfer, lease or assignment.

18.03 It is understood, however, that contracts may be let for portions of work to be performed by or for the Company on any independent contractual basis, the preceding paragraphs notwithstanding, and that the Employer at any time or from time to time may sell or let such independent contracts so long as such sale or contract does not exceed twenty-five (25%) of its gross business existing at the time of any such sale or independent contract, without being subject to the terms of the above paragraph.

ARTICLE 19

NON-DISCRIMINATION

19.01 The Company agrees not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, age, national origin, sexual orientation, disability (provided the employee is qualified to perform all essential functions of the job with or without reasonable accommodations), veteran status, or other protected basis under applicable federal state or local laws. Whether the Company has complied with these prohibitions of discrimination shall not be the subject to the Arbitration procedure under this agreement. The Union acknowledges that the Company is an equal opportunity employer and committed to its equal opportunity and affirmative action obligations. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all employees.

19.02 In this Agreement, except where the context otherwise requires or where a bona fide occupational qualification or requirement exists, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

ARTICLE 20

NON COMPETE

Employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition is defined as selling or rendering services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Article will result in disciplinary action up to and including discharge.

ARTICLE 21

NEW TECHNOLOGY

The parties agree and understand that current and future technology will be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Company may, after advanced written notice to the Union, install in its vehicles or facilities, institute and implement any technological observation or other management tool system that is deemed appropriate in furtherance of its business. However, the Company may not use any data collected through the use of technology or equipment installed pursuant to this section for any purpose related to driver monitoring, discipline or any other lawful purpose, until after completion of good faith negotiations with the Union for no less than ninety (90) business days, which may be extended by mutual agreement. The ninety (90) business days shall commence from the first scheduled meeting between the parties.

ARTICLE 22

DRUG AND ALCOHOL POLICY

22.01 Employees shall be required to follow the Company's Drug and Alcohol policy; the Parties agree that the current Drug and Alcohol Policy dated October 18, 2010 are hereby incorporated in this Agreement.

22.2 Any dispute involving the application of the Company's Drug and Alcohol Policy shall be resolved through the Grievance and Arbitration Procedures of this Agreement.

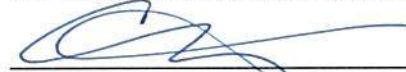
ARTICLE 23

SCOPE AND TERMS OF AGREEMENT

This Agreement, including the attached wage schedule (Appendix "A"), shall become effective July 1, 2022, and remain in full force and effect through June 30, 2027, and shall not be subject to reopening for any purpose whatsoever at an earlier date except by written mutual consent of both parties. It is further understood that sixty (60) days prior to the expiration date of this Agreement either party shall give notice of its intent to renegotiate or open for negotiation any of the terms of the Agreement. In the event no such notice is given, the contract shall automatically extend from year to year beyond the expiration date specified.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 31 day of January, 2022 23

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
Dba ALLIED WASTE SERVICES OF FRESNO/REPUBLIC
SERVICES OF FRESNO AND ALLIED WASTE
TRANSFER SERVICES OF CALIFORNIA, LLC
dba RICE RECYCLERY AND TRANSFER STATION



CLAUDIA WARKENTIN, GENERAL MANAGER

TEAMSTERS UNION LOCAL NO. 431



STEVE SHARP, SECRETARY-TREASURER

APPENDIX "A"
MINIMUM RATES AND CLASSIFICATIONS

JULY 1, 2022 TO JUNE 30, 2027

New Hourly Rates

CLASSIFICATIONS	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Increase	\$2.00	\$1.00	\$.85	\$.85	\$.85
Drivers	\$22.61	\$23.61	\$24.46	\$25.31	\$26.16
Curbside Recycling Drivers Increase	\$2.73	\$1.73	\$1.58	\$.85	\$.85
Curbside Recycling Drivers	\$21.15	\$22.88	\$24.46	\$25.31	\$26.16
Swampers	\$19.73	\$20.73	\$21.58	\$22.43	\$23.28
Working Shop Foreman	\$24.96	\$25.96	\$26.81	\$27.66	\$28.51
Mechanic Helper & Welder	\$22.71	\$23.71	\$24.56	\$25.41	\$26.26
Fueler	\$19.73	\$20.73	\$21.58	\$22.43	\$23.28
Yard Maintenance Person	\$20.53	\$21.53	\$22.38	\$23.23	\$24.08
Transfer Operator	\$21.89	\$22.89	\$23.74	\$24.59	\$25.44
Baler Operator	\$18.34	\$19.34	\$20.19	\$21.04	\$21.89
Sorter/Equipment Operator	\$17.43	\$18.43	\$19.28	\$20.13	\$20.98
Picker/Sorter	\$17.18	\$18.18	\$19.03	\$19.88	\$20.73

Mechanic A/PM Service	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Person Increases	\$1.75	\$1.00	\$0.90	\$ 0.95	\$0.95
Mechanic A	\$31.75	\$32.75	\$33.65	\$34.60	\$35.55
PM Service Person	\$21.09	\$22.09	\$22.99	\$23.94	\$24.89

Employees in the Mechanic A classification that provide their own tools will be paid according to the California statute of two times the minimum wage as listed in the Appendix "A" above. Appendix "A" above is based on current minimum wage statute that increases \$1.00 (one dollar) per year. If at any point during the term of this Agreement the minimum wage rate freezes, employees in the Mechanic A classification will receive the general wage increase for each remaining year of the Agreement starting on the next ratification date (the same as all other employees). If at any point during the life of this Agreement the Employer provides all tools necessary to perform work in the mechanics classification, the parties agree that the affected employee will remain at the current wage rate and will receive the next general wage increase(s) according to the agreement.

*Mechanic A: Full Service Mechanic

*PM Service Person: Oil, Lube, and Grease Person in the Pit.

The Employer will pay a night shift differential of forty cents (\$0.40) per hour for employees in the job classification of Mechanic Helper & Welder, and PM Service Person who start their shift at 12:00 noon or thereafter. The parties agree that if at any point during the term of this Agreement the minimum wage rate freezes, the Union may request a meeting to discuss reinstating a shift premium for the Mechanic A classification.

The Employer will pay \$1.50 premium for Lead Drivers and a \$1.00 premium for Lead Mechanics. Any employee who is asked or assigned to cover Leadman duties due to absence, vacation, or an injury shall receive Leadman pay for the duration of the time off. The Employer will pay a \$0.50 premium for Roll off Drivers who have a class "A" license. Any Roll off Drivers who are currently paid a premium will continue to receive the premium as long as they continue to be a Roll off Driver and are certified to drive a stick shift.

New employees hired on or after the effective date of this Agreement shall be paid fifty cents \$0.50 per hour less than the minimum rate of pay specified above for the classification in which they are employed for the first sixty 60 days of employment or shorter time as determined by the Employer.

At the Employers discretion, it may choose to pay new employees on a graduated scale as follows:

0 to 6 Months: Eighty percent (80%) of wage rate for classification in Appendix "A".

6 to 12 Months: Eight-five (85%) of wage rate for classification in Appendix "A".

12 to 18 Months: Ninety percent (90%) of wage rate for classification in Appendix "A".

18 to 24 Months: Ninety-five percent (95%) of wage rate for classification in Appendix "A".

24 Months Forward: Wage Rate per Appendix "A".



GENERAL TEAMSTERS UNION

LOCAL NO. 431

AGENDA ITEM NO. 13.

Packinghouse Employees, Warehousemen, Drivers & Helpers, Dried Fruit, & Nut Packers & Dehydrators;
Fresno and Madera Counties, California
Affiliated with the International Brotherhood of Teamsters

Peter Núñez
President

Steve Sharp
Secretary-Treasurer

Fred Willshaw
Vice President

Renee Wilson
Recording Secretary

Trustees:
Cliff Amende
Rod Hollett
Mike Pratt

Business Representatives:
Chris Garlick
Juzan Mejia
Mike Pratt

Michelle Mineni
Office Manager

Cruz Turner
Titan Operator

Mel Gonzalez
Administrative Assistant

Letter of Understanding Between General Teamsters Union Local No. 431 And

Allied Waste Services/Republic Services of Fresno and Rice Road Division

ARTICLE 16 HEALTH AND WELFARE Section 16.01 Health and Welfare for Regular Employees

The Employer agrees to provide health and welfare benefits for its eligible employees through the Northern California General Teamsters Security Fund, effective February 1, 2023.

General Teamsters Union Local No. 431

For the Union:



Steve Sharp
Secretary-Treasurer
Dated: 2-6-2023

Allied Waste Services/
Republic Services of Fresno and
Rice Road Division

For the Company:



Claudia Warkentin
General Manager
Dated: 2-6-2023

Plan: Premier PlusApproximate Number of Participants 78For Plan E Plus and all Select Plans

Please select coverage options available to employees:

- ☐ All options available
- ☒ Full coverage (Med, Dent, Rx, Vis)
- ☐ Med/Rx only
- ☐ Dent/Vis only
- ☐ Opt Out *

NORTHERN CALIFORNIA GENERAL TEAMSTERS SECURITY FUND

SUBSCRIBER AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 20 22, by and among Allied Waste Services/Republic Services of Fresno and Rice Road Division ^{SSCA} and whose address is 5501 N Golden State Blvd., Fresno, CA 93722, hereinafter referred to as the "Employer" and Teamsters Local No. 431, affiliated with the IBT, hereinafter referred to as the "Union," and the Northern California General Teamsters Security Fund.

WHEREAS, the parties have entered into a labor agreement covering certain employees of the Employer; and

WHEREAS, the parties hereto desire to enter into a mutual welfare agreement for benefit of the said employees;

THEREFORE, IT IS MUTUALLY AGREED as follows;

I.

The Employer hereby adopts the Agreement and Declaration of Trust Providing for the Northern California General Teamsters Security Fund, hereinafter referred to as the "Fund," and agrees to be bound by the terms thereof. The Employer hereby grants Power of Attorney to the Employer Trustees now in office, or their successors, to administer the Fund as the representatives of the Employer and with full authority to act for the Employer in the administration of the Fund.

The Union hereby adopts the Agreement and Declaration of Trust Providing for the Northern California General Teamsters Security Fund, hereinafter referred to as the "Fund," and agrees to be bound by the terms thereof. The Union hereby grants Power of Attorney to the Union Trustees now in office, or their successors, to administer the Fund as the representatives of the Employer and with full authority to act for the Union in the administration of the Fund.

II.

Commencing the first day of February ^{SSCA}, 2023, and payable between the first and tenth day of each month thereafter, the Employer shall contribute each month the amount specified by the Trustees to maintain benefits as provided by the collective bargaining agreement for each covered employee subject to the collective bargaining agreement (CBA). As a general rule, all employees covered by the same collective bargaining agreement shall be covered under the same Plan. Covering different classifications of employees in different plans of the Fund will be permitted only with the express agreement of the Trustees. If the CBA limits the Employer's share of the required contribution, the Employer shall deduct the remaining amount

from the paychecks of eligible employees and remit it to the Trust. If non-bargaining unit employees are accepted as participants by the Trustees of the Fund pursuant to uniform rules and regulations, they shall remain participants in the Fund for the term of the CBA and the Employer shall contribute for them the same amounts and in the same manner as for bargaining unit employees, subject to the attached Rules and Regulations For Non-Bargaining Unit Participation.

III.

These sums are to be deposited in the Fund for the purpose of furnishing a health and welfare plan. If the Employer fails to make proper contributions by the 10th of each month, it shall be considered as delinquent and shall be notified by mail. If payment is not received by the Fund when due, the Trustees of the Fund may assess certain additional amounts as liquidated damages as well as interest and any reasonable attorneys' fees incurred by the Trust in collecting delinquent contributions.

The amount due to the Trust Fund resulting from any such failure to remit timely is agreed as follows:

- (a) the sum of six (6) percent of the amount due or \$25.00, whichever is greater, for all payments which are more than twenty-five days and less than forty-six days past due (after the 10th of the month) and
- (b) the sum of twelve (12) percent of the amount due, for all payments which are more than forty-five days past due (after the 10th of the month).

The Employer will make available to the Trustees, or their agents, all books, records and papers necessary for the Trustees to verify that the required amount of contributions have been made. Such books and papers shall be made available in California, or the Employer will pay the out-of-state travel costs of the Trust's agents. The Employer will reimburse the Trust Fund for any audit expenses in the event that delinquencies are discovered.

IV.

The term "covered employee" as used in Paragraph II, shall mean any employee who has worked eighty (80) hours or more in the preceding calendar month or who becomes eligible by virtue of any other qualifications approved by the Trust and set forth in a collective bargaining agreement.

V.

This Subscriber Agreement shall remain in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber Agreement shall continue in effect during negotiations of the parties for a successor CBA. During such negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke the Subscriber Agreement by sending written notice thereof by mail to the Union and the Fund Administrator not less than thirty (30) days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties or written extension thereof, or prior to an impasse in negotiations for a successor CBA.

VI.

The administration office of the Fund shall be Delta Fund Administrators, 1234 West Oak Street, Stockton, California 95203.

VII.

The Employer makes the following election regarding the participation of non-bargaining unit employees:

_____ Yes, non-bargaining unit employees shall participate in this Plan. Please review and sign the Rules and Regulations for Non-Bargaining Unit Participation on the following page.

X No, non-bargaining unit employees shall not participate in this Plan.

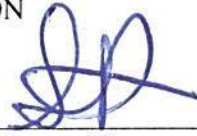
Allied Waste of North America, Inc.
Regulator Services
 COMPANY


 By _____

General Manager
 Title

1/31/2023
 Date

General Teamsters Union Local No 431
 UNION


 By Steve Sharp

Secretary-Treasurer
 Title

2-1-2023
 Date

Accepted on January 31, 20 23 on behalf of the Board of Trustees of the Northern California General Teamsters Security Fund:

 Administrator

1. Only employers who are signatories to a collective bargaining agreement which provides for monthly contribution to the Northern California General Teamsters Security Fund on behalf of bargaining unit employees and local union offices who have signed a Subscriber Agreement which provides for monthly contribution to the Northern California General Teamsters Security Fund on behalf of employees may participate.
2. Written application must be made by the employer to the Northern California General Teamsters Security Fund requesting the privilege of covering the employer's non-bargaining unit employees, or as otherwise agreed by the Trustees.
3. Non-bargaining unit employee coverage shall be in the same plan and at the same level of benefits as that of the employer's bargaining unit employees, unless otherwise agreed by the Trustees.
4. Non-bargaining unit employee coverage must be approved by the Northern California General Teamsters Security Fund, which the Trustees, in their discretion, may grant. Delta Fund Administrators may assume this responsibility on behalf of the Trustees.
5. Application shall be made at the time of the execution of the collective bargaining agreement unless otherwise approved by the Trustees.
6. Coverage of non-bargaining unit employees shall be maintained by the employer through monthly contributions in the same manner and under the same eligibility terms and conditions as provided for bargaining unit employees of the employer under the collective bargaining agreement.
7. Once coverage is approved by the Trust for non-bargaining employees, monthly contributions shall be made on behalf of all non-bargaining unit employees and at the same rate as in provided by the collective bargaining agreement for unit employees. If the employer participates in a Plan which allows participants to opt out of coverage, the opt out option will apply to the non-bargained employees under the same terms and conditions as bargained employees.
8. Once an employer has commenced coverage for its non-collectively bargained employees, it may cease contributions for those employees only after providing thirty (30) days' written notice to the Trust that it is ceasing to provide coverage for all its non-collectively bargaining employees.
9. If an employer withdraws its non-collectively bargained employees from participation in the Trust, it will not be allowed to resume coverage for non-collectively bargained employees in the future absent express, written permission from the Trustees. In addition, any current or future non-collectively bargained retirees will lose their eligibility for retiree health and welfare if their employer ceases to cover its active non-collectively bargained employees.
10. Employers are not permitted to have a greater number of eligible non-collectively bargained employees participating in the Trust than its number of eligible collectively bargained employees.

THE ABOVE RULES ARE HEREBY ACCEPTED:


Republic Services
 Employer

DATE:

1/31/2023

 Delta Fund Administrators

Appendix C: Legal Disclosures

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
Allied Waste Services of North America, LLC dba Republic Services of Melrose Park v. Alu-Bra Foundry	The Plaintiff alleges that Alu-Bra Foundry breached the service agreement by for non-payment.	Collections	02/03/2022	20211102794	Circuit Court of Cook County, Illinois	Illinois	Settled and Dismissed.	Closed
Alternative Vehicle Repair d/b/a A.V.R, Frenchtown School District, Iron Horse Bar & Grill, Riverbend Apartments, p/k/a Riverside Apartments Partnership and Searle Street Estates, Inc., d/b/a The Warehouse v. Allied Waste Services of North America, LLC d/b/a Republic Services of Montana	Contract and consumer fraud claims on behalf of five individual customers seeking declaratory relief and damages in connection with termination of CSAs.	Commercial Law	03/20/2024	DV-32-2024-0000166-DK	Montana Fourth Judicial District Court - Missoula County	Montana		Open
Archabal, Dan / Republic Services (correct Legal Entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Boise / Republic Services of Boise)	Claimant has hired an attorney and alleges discrimination and harassment based on age	Employment-EEO	08/31/2020		N/A	Idaho	12/14/20 Claimant filed an Charge with the U.S. Equal Employment Opportunity Commission and Idaho Human Rights Commission.	Closed
Ayres, Carl / Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Boise / Republic Services of Boise)	Claimant has hired an attorney and alleges discrimination and harassment based on age.	Employment-EEO	08/15/2020		N/A	Idaho	12/13/20 Claimant filed an Charge with the U.S. Equal Employment Opportunity Commission and Idaho Human Rights Commission.	Closed
Bauer, Eric and Blair, Pete / Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Montana)	Claimants have hired an attorney and allege wrongful termination, and request job reinstatement and a copy of grievance procedures (if any).	Employment-Other	09/29/2020		Missoula	Montana	January 25, 2021 sent Mr. Bauer a cease and desist letter. No further activity.	Closed
Blank, Duane / Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC [Arc Disposal Hauling]) Potential Dispute (A)	This matter is open for advice provided to Division 3066 related to former employee's potential theft of company property, involving uploading company sensitive information to a personal gmail account (Google Drive) prior to separation with company.	Employment-Other	03/11/2022		Cook	Illinois	Settled and Dismissed.	Closed
Brown, Jeffrey v. Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia)	Plaintiff has filed an employment lawsuit against the Company and alleges wrongful termination, hostile work environment and retaliation.	Employment-EEO & Other	04/25/2024	CC-06-2024-C-128	Circuit Court of Cabell County, West Virginia	West Virginia		Open
Bull Mountain Sanitation, LLC v. Allied Waste Services of North America, LLC d/b/a Republic Services of Montana and Bayside Disposal, Inc. d/b/a Disposal Service of Montana (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Montana)	The Company previously filed litigation against the Plaintiff for violation of provisions of the Motor Carrier statutes found at Title 69, Chapter 12, Mont. Code Ann. and sought permanent injunctive relief barring Plaintiff from hauling in Musselshell County without a Class D Certificate of Public Convenience. The litigation was resolved in Plaintiff's favor. Plaintiffs now allege that as a result of the Company's actions, Plaintiff has lost business and the growth of its business was inhibited.	Contracts	09/27/2018	DV-18-61	Montana 14th Judicial District Court Musselshell County	Montana	Settled and Dismissed.	Closed
Centerstone Linen Services, LLC Bankruptcy / Republic Services (correct legal entity Allied Waste Services of North America, LLC d/b/a AWS of Albany)	Demand letter alleging preferential treatment and requesting the recovery of transfers/payments made to the Company during the "Preference Period". This pertains to the Albany BU that was sold to Casella	Bankruptcy	10/05/2020		Bankr. N.D. N.Y.	New York	Settled and Dismissed.	Closed
Cheektowaga / Allied Waste Services of North America, LLC d/b/a AWS of Buffalo Potential Dispute	Cheektowaga, NY Dispute	Commercial Law	05/08/2019		Erie	New York	Settled and Dismissed.	Closed
City of Atwater / Allied Waste Services of North America, LLC (dba Allied Waste Services of Los Banos //Republic Services of Fresno) Potential Dispute	Legal assistance with response to the City of Atwater's allegations of Franchise Agreement violations.	Franchises / Franchising	06/10/2021		N/A	California	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
City of Clovis / Allied Waste Services of North America, LLC (d/b/a Republic Services of Fresno) Liquidated Damages Dispute	Assistance with demand related to alleged service issues.	Contracts	09/14/2022		State Agency - Cal.	California	Settled and Dismissed.	Closed
City of Fresno / Allied Waste Services of North America, LLC (dba Republic Services of Fresno); Contract Potential Dispute	Assistance with response to the City of Fresno's July 16, 2021 correspondence regarding service issues.	Contracts	08/06/2021		N/A	California	Settled and Dismissed.	Closed
City of Los Banos / Allied Waste Services of North America, LLC (dba Republic Services of Fresno); Contract Potential Dispute	Assist with response to the City of Los Banos' allegation of damages due to missed collections.	Contracts	04/06/2021		San Benito	California	Settled and Dismissed.	Closed
City of San Jose Franchise Enforcement Dispute / Republic Services of Santa Clara County // Allied Waste Services of Santa Clara County (Legal Entity: Allied Waste Services of North America, LLC) Potential Dispute	Provide assistance arising out of disputes with the City of San Jose pertaining to the company's commercial collection franchise in the City.	Contracts	12/12/2018		N/A	California	Settled and Dismissed.	Open
California River Watch Notice of Intent / Republic Services of Alameda Potential Dispute (Correct Legal Entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Alameda County)	Notice of Violations and Intent to File Suit Under the Federal Water Pollution Control Act sent to Republic Services by California River Watch regarding violations of the California Industrial Storm Water Permit and Clean Water Act occurring at the AWS of Alameda County facility located at 42600 Boyce Road, Fremont, CA.	Environmental Law	02/17/2022		N/A	California	Settled and Dismissed.	Closed
CSA Demand Letters - Missoula/Republic Services of Montana (Allied Waste Services of North America, LLC d/b/a Republic Services of Montana) Potential Dispute	Advice and representation in connection with demands received from multiple businesses represented by Rhoades & Erickson firm raising cancellation arguments based on container size and related issues.	Commercial Law	12/21/2023		N/A	Not Applicable	Duplicate of matter. No. 202300859	Closed
CSA Demand Letters Missoula/Allied Waste Services of North America, LLC d/b/a Republic Services of Montana Potential Dispute	Advice and representation in connection with demands received from multiple businesses represented by Rhoades & Erickson firm raising cancellation arguments based on container size and related issues.	Commercial Law	10/27/2023		Public Service Commission	Montana	Settled and Dismissed.	Closed
De La Cruz, Erik v. Allied Waste Services of North America, LLC; Bobby Booker (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Sacramento / Republic Services of Sacramento)	Plaintiff alleges discrimination and harassment based on disability and failure to prevent, retaliation and failure to prevent, failure to accommodate disability, failure to engage in interactive process, and wrongful termination.	Employment-EEO & Other	08/16/2023	23CV006811	Superior Court of the State of California for the County of Sacramento	California		Open
Di Bene, Michael; Prasad, Aaron; Roberts, Victor, et. al. v. Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County; Browning-Ferris Industries, LLC; and Does 1 through 50 (PAGA / Class Action)	Plaintiffs allege, on behalf of themselves and others similarly situated, failure to pay for hours worked and overtime wages, improper deductions and failure to pay wages at agreed upon rate, failure to pay vested vacation pay, failure to timely pay earned wages, failure to provide accurate itemized wage statements, failure to pay wages upon termination or severance, and unfair competition and unfair business practices.	Employment-Unpaid Wages	01/27/2023	22CV023979	Superior Court of California, Alameda County	California		Open
Elrod, Antwone / Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Pensacola // Republic Services of Pensacola Potential Dispute (Discharge)	Antwone Elrod was discharged for unapproved time away from work. He has threatened to file an EEOC charge. This matter is opened to preserve his cell phone as evidence.	Employment-Other	01/16/2019		N/A	Florida	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
The State of California, acting by and through the State Public Works Board v. Browning-Ferris Industries of California, Inc., Allied Waste Services of North America and Republic Services, Inc. (correct legal entities: Browning-Ferris Industries of California, Inc. and Allied Waste Services of North America, LLC d/b/a Republic Services of Fresno)☐ ☐ Complaint in Eminent Domain	Complaint in Eminent Domain filed for the purpose of acquiring property necessary for high-speed train system purposes.	Real Estate	06/23/2016	16 CE CG01782	California Superior Court, County of Fresno	California	Matter settled favorably to the Company. High speed rail project in California took some parking lot and building at Golden State collection yard offices.	Closed
Fleet Genius / Rancho Cordova HL (correct legal entity: Allied Waste Services of North America, LLC dba Republic Services of Sacramento) Potential Dispute	Assistance and analysis of potential contract dispute with Fleet Genuis in Elk Grove related to materials rebate.	Contracts	01/05/2023		N/A	California	Settled and Dismissed.	Closed
Franklin, Romack / Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of the Twin Cities - Inver Grove Heights / Republic Services of the Twin Cities - Inver Grove Heights) Potential Dispute (DL)	Claimant has hired an attorney and alleged harassment and hostile work environment based on race, retaliation, and wrongful termination.	Employment-EEO	03/30/2021		N/A	Minnesota	Settled and Dismissed.	Closed
Gomez, Jose De Jesus C / Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a BFI Waste Services of Salinas // Republic Services of Salinas) Potential Dispute (Reeds)	Claimant has hired an attorney to issue a preservation of document notice and requests a copy of his personnel file and payroll records for unidentified potential future legal claims.	Employment-Other	11/30/2022		N/A	California	Settled and Dismissed.	Closed
Gomez, Jose v. Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Melrose Park / Republic Services of Melrose Park (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Melrose Park / Republic Services of Melrose Park)	Plaintiff alleges discrimination based on national origin (Hispanic).	Employment-EEO	04/14/2021	1:21-CV-02024	United States District Court, Northern District of Illinois	Illinois	Settled and Dismissed.	Closed
Henry, Pamela / Republic Services (correct Legal Entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County)	Claimant (a temp employee) has issued a letter of representation and preservation of document notice after her offer of permanent employment was rescinded. Claimant requests a copy of her personnel file, investigation reports and wage records.	Employment-EEO	08/25/2020		N/A	California	Settled and Dismissed.	Closed
Henry, Pamela / Republic Services (correct Legal Entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County) Potential Dispute 2 (DL)	Counsel for Pamela Henry (a temp employee) issued a pre-litigation demand alleging age and disability discrimination and retaliation after her offer of permanent employment was rescinded.	Employment-EEO	07/08/2021		N/A	California	Settled and Dismissed.	Closed
Hernandez, Ulises / Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County)	Internal investigation into termination of employee as a result of violation of the drug and alcohol policy, resulting in the fatality of a minor	Employment-Other	07/29/2020		TBD	California	Settled and Dismissed.	Closed
Hokoana, Allie / Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County) Potential Dispute (Rcds)	Claimant hired an attorney and requests a copy of her personnel file and documents signed relevant to her employment, for unidentified potential future legal claims	Employment-Other	04/26/2021		California	California	11/02/2021 Claimant filed a lawsuit in California Superior Court.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
Hokoana, Allison v. Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County)	Plaintiff alleges discrimination and harassment based on gender; failure to prevent harassment, discrimination, or retaliation; wrongful termination, retaliation, and failure to pay wages in a timely manner.	Employment-EEO & Other	11/04/2021		Superior Court of the State of California	California	Settled and Dismissed.	Closed
Huddleson, Kevin / Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC [BFI Waste Services of the Twin Cities]) Potential Dispute (Recds)	Claimant requests a copy of his personnel file and employee handbook for unidentified potential legal claims.	Employment-Other	07/29/2022		N/A	Minnesota	Settled and Dismissed.	Closed
Allied Waste Services of Urbana // Republic Services of Urbana (Legal Entity: Allied Waste Transportation, Inc.//Allied Waste Services of Danville // Republic Services of Danville //(Legal Entity: Allied Waste Transportation, Inc. //Allied Waste Services of Quincy // Republic Services of Quincy (Lega Entity:Allied Waste Services of North America, LLC) // "Facility name: Southern Illinois Regional Hauling - CWI (De Soto Hauling)□ DBA name: CWI of Illinois // Republic Services of De Soto"□ (Legal Entity CWI of Illinois, Inc.)	Defending a violation notice issued by Illinois EPA with respect to four hydraulic oil spills from our trucks in Illinois. The hauling divisions involved are Urbana (4729), Danville (4726), Quincy (4928), and Mt. Vernon (3220).	Environmental Law	11/19/2019		Cook	Illinois	Settled and Dismissed.	Closed
Ireland, Mitchell v. Republic Services Alliance Group, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia)	Plaintiff alleges discrimination based on workers' compensation injury, disability discrimination, failure to accommodate, and wrongful termination.	Employment-EEO	08/08/2022	22C258	Cabbell County Circuit Court, WV	West Virginia	Settled and Dismissed.	Closed
KEILA CROSS, on behalf of herself and all others□ similarly situated v. Allied Waste Services of North America, LLC dba Republic Services (correct legal entity: Montana Waste Systems, Inc. dba Montana Waste Systems & Allied Waste Services of North America, LLC dba Republic Services of Montana)	Plaintiff filed a putative class action Complaint alleging a violation of the Montana Consumer Protection as of result of the handling of certain material collected in the residential curbside recycling program. Plaintiff seeks certification of the class, compensatory damages in the amount of \$500 per violation and any other appropriate relief.	Commercial Law	12/08/2021	CV 21-145-M-DLC-KLD	United States District Court, District of Montana, Missoula Division	Montana	Settled and Dismissed.	Closed
Leach, Jaron v. Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia [Fairmont]	Plaintiff was involved in a work-related accident on June 23, 2018 and suffered injuries as a result of the accident. Plaintiff was subsequently discharged and alleges OSHA retaliation, violation of public policy, discrimination based on disability, wrongful discharge, and workers' compensation retaliation.	Employment-EEO & Other	07/25/2019	CC-24-2019-C-125	Circuit Court of Marion County, West Virginia	West Virginia	Settled and Dismissed.	Closed
Allied Waste Services of North America, LLC d/b/a Republic Services of Montana / Madison Valley Waste, LLC Permit Protest	RS of Montana is protesting Madison Valley Waste, LLC's Class D permit application to transport solid waste within the City of Ennis and a 20 mile surrounding radius.	Contracts	02/10/2020		Montana Public Service Commission	Montana	Settled and Dismissed.	Closed
Mays, Lamont / N/A (correct legal entity: Allied Waste Services of North America, LLC, d/b/a BFI Waste Services of the Twin Cities) Potential Dispute	A former employee has hired counsel and requests reinstatement after he was discharged for failure to return to work	Employment-Other	12/30/2020		Hennepin	Minnesota	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
McCaffrey, Stephen v. Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a BFI Waste Services of Salinas / Republic Services of Salinas)	Plaintiff Stephen McCaffrey alleges harassment and discrimination based on age in violation of the California Fair Employment and Housing Act ("FEHA"); retaliation for reporting harassment in violation of FEHA and in violation of California Labor Code Sec. 1102.5(b); and failure to prevent discrimination, harassment and retaliation in violation of FEHA.	Employment-EEO & Other	10/12/2023	23CV003238	California Superior Court, County of Monterey	California		Open
Meissner, Richard L. v. Republic Services, Inc.; Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Fresno / Republic Services of Fresno)	Plaintiff has filed an employment lawsuit against the Company and alleges discrimination and harassment based on his age and medical condition, retaliation, and wrongful termination in violation of public policy.	Employment-EEO & Other	12/19/2023	23CECG05144	Superior Court of the State of California	California		Open
Metro Properties v. Republic Services of West Virginia (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia)	Dispute with Metro Properties	Commercial Law	05/10/2024		Monongalia	West Virginia		Open
LH Residential LLC and Otis Street LLC both d/b/a Montana Crestview v. Allied Waste Services of North America, LLC d/b/a Republic Services of Montana (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Montana)□ Purported Putative Class Claims	Plaintiff alleges individual and putative class claims for breach of contract on behalf of customers in Montana who have contracted for 3 yard container service but were provided with containers that are less than 3 yards.	Commercial Law	10/27/2022	DV-32-2022-0001172-BC	Montana Fourth Judicial District Court - Missoula County	Montana		Open
Mountaineer Transfer Station (legal Entity: Allied Waste Services of North America, LLC / Notice of Violations filed by West Virginia Department of Environmental Protection	Legal advice associated with response to NOV's received from WV DEP.	Environmental Law	06/01/2018		State Agency - W.Va.	West Virginia	Settled and Dismissed.	Closed
Nelson, William / Republic Services of the Twin Cities – Inver Grove Heights (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of the Twin Cities - Inver Grove Heights / Republic Services of the Twin Cities - Inver Grove Heights) Potential Dispute (DL)	Claimant has issued a letter of representation and preservation of document notice, and is alleging FMLA interference, retaliation, and wrongful termination.	Employment-EEO & Other	02/02/2022		N/A	Minnesota	Settled and Dismissed.	Closed
Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Buffalo // Republic Services of Buffalo / Niagara Falls Water Board Potential Dispute	Dispute between Republic Services and the Niagara Falls Water Board relating to payment for services rendered.	Commercial Law	07/16/2018		N/A	New York	Settled and Dismissed.	Closed
Northwest Administrators, Inc. v. Allied Waste Services of North America, LLC d/b/a Republic Services of Montana [Billings]; Teamsters Local 190	Plaintiff alleges the Company made late pension contributions from October 2021 through December 2021 and seeks liquidated damages in the amount of \$6,035.54, interest in the amount of \$115.81, attorney's fees and costs.	Labor	04/22/2022	(TBA)	Superior Court of the State of Washington for King County	Washington	Settled and Dismissed.	Closed
Orozco, Guillermo / Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Melrose Park / Republic Services of Melrose Park)	Claimant has hired an attorney and requests a copy of his personnel file and alleges his rights have been violated.	Employment-Other	12/11/2020		N/A	Illinois	Settled and Dismissed.	Closed
Peterson, Lindsay Marie v. Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of the Twin Cities - Inver Grove Heights / Republic Services of the Twin Cities - Inver Grove Heights)	Plaintiff alleges she is owed wages, including PTO.	Employment-Unpaid Wages	06/02/2022	19WS-CO-22-538	District Court of Minnesota, Conciliation Court	Minnesota	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
Pleasant Grove Lease Dispute v. Republic Services of Utah (correct legal entity Allied Waste Services of North America, LLC d/b/a Republic Services of Utah)	Representation and assistance with dispute with landlord for hauling company lease at 643 West 700 South, Pleasant Grove, UT	Commercial Law	06/27/2024		Utah	Utah		Open
Protest of Tobacco Root Disposal Service Application for Certificate of Public Convenience and Necessity / Allied Waste Services of North America, LLC d/b/a Republic Services of Montana	Tobacco Root Disposal Service applied for a Class D PCN. It seeks a permit for all of Madison County. Republic provides service in the southern area of Madison County, specifically the Big Sky area. Other haulers are impacted, such as McGree Corporation, Dylan Disposal and L&L Site Services.	Commercial Law	03/26/2018		N/A	Montana	Settled and Dismissed.	Closed
Raul Mendez v. ADA County, ADA County Commissioners, ADA County Treasurer, ADA County Billing Services, Scott Williams, Lyn Call and any other employees of the ADA County Billing Services, Ammon Taylor, Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Boise	Plaintiff has filed a Complaint in regard to ADA County Code 5-2-4-1 – Mandatory Residential Collection Services and Fees. Plaintiff alleges violations of the U.S. Constitution, Fair Debt Collections Practices Act, Federal Trade Commission Act, Idaho Consumer Protection Act, intentional infliction of emotional distress and damage to reputation. Plaintiff seeks compensatory and punitive damages, as well as declaratory and injunctive relief.	Consumer Law	10/11/2019	1:19-cv-00301	Fed. Dist. Ct. - D. Idaho	Idaho		Open
Robert F. Dunker / Allied Waste Services of North America, LLC d/b/a Republic Services of Montana Potential Dispute	Landlord demands damages for repairs he claims we should have made under the agreement.	Contracts	12/04/2019		TBD	Montana	Settled and Dismissed.	Closed
U.S. Attorney's Office for the District of Montana v. RS of Montana Civil Investigative Demand - Container Size (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Montana)	Advice and representation in connection Civil Investigative Demand concerning allegations that Republic Services has used under-sized dumpsters in and around Missoula, Montana, and overcharged federal agencies for waste services.	Commercial Law	04/04/2024		Missoula	Montana		Open
San Mateo, CA / Allied Waste Services of North America, LLC d/b/a Republic Services of Daly City Franchise Agreements Analysis and Enforcement Potential Dispute	Assistance with enforcement of franchise agreement rights against non-franchised haulers.	Franchises / Franchising	07/18/2022		TBD	California		Open
San Francisco Baykeeper v. International Disposal Corp. of California, Browning-Ferris Industries of California, Inc. (correct legal entities: Allied Waste Services of North America, LLC, International Disposal Corp. of California and Browning-Ferris Industries of California, Inc.)	The Company's Newby Island facility has received a letter (Notice of Violation and Intent to File Suit under the Clean Water Act) from San Francisco Baykeeper (a non-profit public benefit corporation). The letter alleges violations of the Clean Water Act caused by stormwater discharges from the facility into Coyote Creek and Lower Penitencia Creek, which empty into San Francisco Bay.□ San Francisco Baykeeper filed suit on 11/6/2017.	Environmental Law	08/01/2016	5:17-cv-06444-NC	U.S. District Court Northern District of California San Jose Division	California	Settled and Dismissed.	Open
Yale Oil Superfund Facility, Billings, Montana, Allied Waste Services of North America, LLC & BFI Waste Systems of North America, LLC / Information Request from Montana Department of Environmental Quality	Request for information from the Montana Department of Environmental Quality on the Company's ownership and/or occupation of property within the superfund site. The superfund site is located in Billings, Montana, and includes the former location of the Yale Oil Corporation Refinery.	CERCLA	02/02/2010	Unknown	Montana Department of Environmental Quality	Montana	Settled and Dismissed.	Closed
Smith Rentals, LLC v. Allied Waste Services of North America, LLC d/b/a Mountaineer Transfer Station	Lawsuit alleging the Company wrongfully denied access to the transfer station.	Contracts	12/04/2019	19-M31C-01917	Monongalia	West Virginia	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
Smith, Patrick v. Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County / Republic Services of Alameda County)	Plaintiff alleges discrimination based on disability and failure to prevent, failure to accommodate, failure to engage in interactive process, retaliation for requesting accommodation, CFRA rights retaliation, and failure to produce payroll records and personnel file upon request. Plaintiff initially filed a Complaint with the State of California Civil Rights and received a notice of right to sue, then through counsel issued a request for records which was the Company's first notice of legal action taken by Plaintiff.	Employment-EEO & Other	01/22/2024	24CV060453	Superior Court of California, Alameda County	California		Open
Snoderly, Jarrod / Allied Services of North America, Inc. dba Republic Services (Record Request) (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Toledo / Republic Services of Toledo) Potential Dispute (Records)	Claimant's attorney is requesting a copy of his payroll and timekeeping records. This potential wage and hour claim relates to a previously filed administrative charge for discrimination based on race (African American), color, and retaliation.	Employment-EEO	06/05/2020		N/A	Michigan	Settled and Dismissed.	Closed
Southgate Mall Associates, LLP v. Allied Waste Services of North America, LLC d/b/a Republic Services (correct legal entity d/b/a Republic Services of Montana)	Former customer, Southgate Mall, filed an action alleging we double billed it for several years.	Contracts	12/04/2019	9:19-cv-00190	Fed. Dist. Ct. - D. Mont.	Montana	Settled and Dismissed.	Closed
Allied Waste Services of North America, LLC d/b/a Allied Waste Services of the Twin Cities-Inver Grove Heights // Republic Services of the Twin Cities-Grover Heights / St. Paul Consortium - Potential Dispute	TBD	TBD	07/27/2018		TBD	Minnesota	Settled and Dismissed.	Closed
State of Minnesota v BFI Waste Systems (legal entity: Allied Waste Services of North America, LLC dba Allied Waste Services of the Twin Cities Inver Grove Heights)	Maintenance employees of a hauling operation owned by Allied Waste Services of North America, LLC (AWSNA) improperly disposed small amounts of claimed hazardous waste (aerosol cans with some remaining product and oily rags, sorbents and oil filters) with yard waste in July-August, 2018. AWSNA has settled for a no-conviction stay of adjudication with Dakota County, MN, admitting two charges of failing to dispose of hazardous waste properly and one of failing to re-register after a 2006 asset transfer. The litigation will be imminently dismissed following satisfactory completion of a year long stay of adjudication.	Environmental Law	09/27/2018	19HA-CR-18-2089	Dakota	Minnesota	Settled and Dismissed.	Closed
Tarusov. Alexey (Alex) / Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Sacramento / Republic Services of Sacramento) Potential Dispute (Rclds)	Claimant requests a copy of his entire personnel file for unidentified potential future legal claims.	Employment-Other	05/12/2022		NA - Personnel file demand	California	Settled and Dismissed.	Closed
Union City, CA/Allied Waste Services of North America, LLC d/b/a AWS of Alameda-Potential Dispute	Alleged claim by BLT Enterprises of Fremont, LLC that the City and its current collection contractor have diverted mixed municipal waste from BLT in violation of an Agreement for Transfer Services. The claim has been tendered to the Company under the franchise agreement between the City of Union City and Allied Waste Services of North America, LLC.	Commercial Law	06/04/2019		No forum as of yet other than City Council.	California	Settled and Dismissed.	Closed
Winkler, Travis C. v. Republic Services Alliance Group, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia)	Plaintiff alleges wrongful discharge.	Employment-EEO	07/10/2020	CC-24-2020-C-83	Circuit Court of Marion County, West Virginia	West Virginia	Settled and Dismissed.	Closed

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Description of Resolution	Matter: Open/Closed
Winkler, Travis / Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia) [Fairmont] Potential Dispute (Records)	Claimant has hired an attorney and requests a copy of his personnel file, alleging a potential wrongful discharge claim forthcoming.	Employment-Other	01/29/2020		N/A	West Virginia	06/30/2020 Claimant filed litigation in Circuit Court of Marion County, West Virginia (See LT 202000419).	Closed
Woynilko, James v. Allied Waste Services of North America, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of the Twin Cities - Eden Prairie / Republic Services of the Twin Cities - Eden Prairie)	Plaintiff initially hired an attorney to issue a preservation of document notice and allege retaliation under the Minnesota Whistleblower Act (for allegedly reporting a hydraulic fluid leak and oil spills on or around May 15, 2023), and wrongful termination. Plaintiff has filed a lawsuit in federal court alleging the same.	Employment-EEO & Other	08/22/2024		Hennepin County - Fourth Judicial District Court, MN	Minnesota		Open
Zaichkin, Tyler / Republic Services (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Montana)	Claimant requests a copy of his personnel file as well as requesting severance pay and Company paid benefits.	Employment-Other	04/06/2020		N/A	Montana	Settled and Dismissed.	Closed
Zajda, Robert G. v. Allied Waste Services of North America, LLC d/b/a Republic Services of Melrose Park and d/b/a Allied Waste Services of Melrose Park (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Melrose Park // Republic Services of Melrose Park)	Plaintiff alleges retaliation and wrongful discharge for filing a worker's compensation claim.	Employment-EEO	05/26/2021	2021L005252	Circuit Court of Cook County, Illinois	Illinois	Settled and Dismissed.	Closed
Zaytoon, LLC v. Allied Waste Services of North America, LLC and Republic Services of Ohio Hauling, LLC (correct legal entity: Allied Waste Services of North America, LLC d/b/a Republic Services of Toledo)	The Plaintiff alleges that they were charged excessive fees for solid waste disposal services.	Contracts	03/18/2021	2021CV0091	Court of Common Pleas, Wood County, Ohio	Ohio	Settled and Dismissed.	Closed

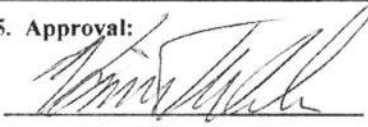
Short Matter Name	Court Case Number	Description	Matter: Open/Closed	Filing Date	Organizational Unit > Org. Unit (w/ path)
Massera, Scott vs. Republic Services	20CV001761	General Liability/Insurance Defense	Closed	07/01/2020	California > Allied Waste Services of North America, LLC > BFI Waste Services of Salinas
Zavala-Rivera, Sonia vs. Allied Waste Services	21CV001863	Auto Liability/Insurance Defense	Closed	06/09/2021	California > Allied Waste Services of North America, LLC > BFI Waste Services of Salinas
Spearman, Garrett v. Allied Waste Services of North America	24CECG00471	Auto Liability/Insurance Defense	Open	02/05/2024	California > Allied Waste Services of North America, LLC > Allied Waste Services of Fresno
Dena, Roberto Lamas v Turner and Allied Waste	23CV423809	Auto Liability/Insurance Defense	Open	10/04/2023	California > Allied Waste Services of North America, LLC > Allied Waste Services of Santa Clara County
Ugale, Lorna v. Allied Waste and Martinez	23CECG01161	Auto Liability/Insurance Defense	Open	10/25/2021	California > Allied Waste Services of North America, LLC > Allied Waste Services of Alameda County
Leon Liu, Gyh-Der vs. Republic Services	HS21110529	Auto Liability/Insurance Defense	Closed	08/24/2021	California > Allied Waste Services of North America, LLC > Allied Waste Services of Alameda County
Wen, Yadong & Fu, Xiaoming vs. Republic Services	RG21108095	Auto Liability/Insurance Defense	Closed	08/06/2021	California > Allied Waste Services of North America, LLC > Allied Waste Services of Alameda County
Sanchez, Jorge Patricio v. Allied Waste and Ornelas	22CV 0 09 263	Auto Liability/Insurance Defense	Closed	03/30/2022	California > Allied Waste Services of North America, LLC > Allied Waste Services of Alameda County
Richardson, Viva v. Simpson, Michael & Allied Waste	24CV017562	Auto Liability/Insurance Defense	Open	09/03/2024	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento
State Farm General (Hearthstone) vs. Republic Services	34202000278832	Auto Liability/Insurance Defense	Closed	03/16/2020	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento
Burtis, Timothy & Hutchinson vs. Allied Waste	34202000283046	Auto Liability/Insurance Defense	Closed	08/06/2020	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento
Kolosforoosh, Nategh and Niloufar v. Republic Services	34-2022-0319767	Auto Liability/Insurance Defense	Closed	05/11/2022	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento
Singh, Gurdeep and Kaur, Napinder v Allied Waste and Hernandez	23CV008125	Auto Liability/Insurance Defense	Closed	09/08/2023	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento

Appendix D: Call Report

Year	Quarter	Month	Business L	CallsOff	CallsHal	SL%	ABN%	ASA	AHT	Abandone	Avg Ab: Hold	Aver Hold	CounHold	CounHold	CounHold	CounHold	CounHold	CounHold	Call Answ
2024	Q4 - 2024	Nov - 2024	BU421 - Fr	515	480	79.7 %	2.5 %	00:00:31	00:04:30	13	00:00:07	00:00:04	33	1	15	18	96.4 %		
2024	Q4 - 2024	Oct - 2024	BU421 - Fr	2,128	2,014	82.5 %	1.9 %	00:00:23	00:04:21	40	00:00:07	00:00:03	97	10	63	34	96.3 %		
2024	Q3 - 2024	Sep - 2024	BU421 - Fr	1,589	1,507	84.3 %	1.5 %	00:00:19	00:04:33	24	00:00:03	00:00:06	106	10	51	55	97.3 %		
2024	Q3 - 2024	Aug - 2024	BU421 - Fr	1,973	1,805	78.1 %	3.3 %	00:00:46	00:04:39	65	00:00:14	00:00:09	188	8	93	95	92.8 %		
2024	Q3 - 2024	Jul - 2024	BU421 - Fr	2,090	1,738	63.5 %	6.5 %	00:01:31	00:04:42	136	00:00:35	00:00:07	179	12	104	75	87.2 %		
2024	Q2 - 2024	Jun - 2024	BU421 - Fr	1,898	1,693	69.9 %	3.5 %	00:00:53	00:04:56	67	00:00:11	00:00:11	169	11	86	83	90.1 %		
2024	Q2 - 2024	May - 2024	BU421 - Fr	2,138	1,877	67.2 %	4.1 %	00:01:10	00:04:33	88	00:00:18	00:00:08	144	12	78	66	86.5 %		
2024	Q2 - 2024	Apr - 2024	BU421 - Fr	2,015	1,733	66.1 %	4.6 %	00:01:16	00:04:39	92	00:00:23	00:00:08	161	14	87	74	85.1 %		
2024	Q1 - 2024	Mar - 2024	BU421 - Fr	1,517	1,334	68.5 %	5.1 %	00:01:07	00:05:11	78	00:00:25	00:00:12	142	8	67	75	85.1 %		
2024	Q1 - 2024	Feb - 2024	BU421 - Fr	1,832	1,525	54.6 %	5.9 %	00:01:20	00:04:45	109	00:00:17	00:00:07	112	5	61	51	83.0 %		
2024	Q1 - 2024	Jan - 2024	BU421 - Fr	2,566	1,764	34.1 %	12.4 %	00:02:49	00:05:00	317	00:01:28	00:00:09	145	16	53	92	70.9 %		



Appendix E: Rice Road Permit Documentation

SOLID WASTE FACILITY PERMIT		Facility Number: 10-AA-0145						
1. Name and Street Address of Facility: Rice Road Recyclery and Transfer Station 10463 N. Rice Road Fresno, CA 93730	2. Name and Mailing Address of Operator: Allied Waste Transfer Services of California, LLC 5501 N. Golden State Blvd. Fresno, CA 93722	3. Name and Mailing Address of Owner: Rice Road Land Reclamation Company, Inc. 30493 Gooseberry Lane Prather, CA 93651						
4. Specifications:								
a. Permitted Operations: ☐ Solid Waste Disposal Site ☐ Transformation Facility ☒ Transfer/Processing Facility (MRF) ☐ Other: _____ ☐ Composting Facility (MSW/green material/C&G)								
b. Permitted Hours of Operation: Receipt of Refuse/Waste: <u>Monday – Friday 7:00am – 4:30pm</u> <u>Saturday 8:00am – 2:00pm</u>								
c. Permitted Maximum Tonnage: <u>400</u> Tons per Day								
d. Permitted Traffic Volume: <u>195</u> Vehicles per Day								
e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):								
Permitted Area (in acres) Design Capacity (cu.yds)	<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Total</th> <th style="padding: 5px;">Transfer/Processing</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">14</td> <td style="text-align: center; padding: 5px;">14</td> </tr> <tr> <td style="background-color: #cccccc; height: 20px;"></td> <td style="background-color: #cccccc; height: 20px;"></td> </tr> </tbody> </table>		Total	Transfer/Processing	14	14		
Total	Transfer/Processing							
14	14							
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.								
5. Approval:  _____ Approving Officer Signature Vincent Mendes Director of Environmental Health	6. Enforcement Agency Name and Address: County of Fresno Department of Public Health Environmental Health Division 1221 Fulton Street, 3 rd Floor Fresno, CA 93721							
7. Date Received by CalRecycle: 8-5-2013	8. CalRecycle Concurrence Date: 8-23-2013							
9. Permit Issued Date: 8-28-2013	10. Permit Review Due Date: 3-18-2029	11. Owner/Operator Transfer Date:						

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0145

12. Legal Description of Facility:

The legal description of this facility is contained in Appendix A of the Transfer/Processing, dated June 2018.

13. Findings:

- a. This permit is consistent with the Fresno County Integrated Waste Management Plan, which was approved by CalRecycle. The location of the facility is identified in the Nondisposal Facility Element, pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #81021053). The Mitigated Negative Declaration describes and supports the design and operation, which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on August 11, 1981
- e. A Notice of Exemption was filed with the Fresno County Clerk on July 30, 2013

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Mixed MSW, garbage and highly putrescible wastes. Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Transfer/Processing Report Amendments	June 2018		
Waste Discharge Requirements Order No.	August 1996		
Land Use and/or Conditional Use Permit (CUP 1725)	August 1981		
Mitigated Negative Declaration SCH #81021053	August 1981		

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0145

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (*for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.*)

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0145

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title (27 and/or 14), California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is _____ tons per day, and shall not receive more than this amount without a revision of this permit. *(If applicable, include a statement regarding what counts toward the permitted tonnage.)*
- e. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq and associated regulations.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- h. A copy of this permit shall be maintained at the facility.
- i. A copy of the Transfer Processing Report (TPR) shall be maintained at the facility.
- j. Composting is prohibited at the facility. Processed and unprocessed green material can be stored no longer than 48 hours unless a longer storage time is approved by the LEA.
- k. Solid Waste in the form of residual materials from recycling activities cannot be stored onsite for more than 48 hours. Any incidental MSW must be deposited and stored inside the transfer station building.
- l. All recyclable materials shall be stored within the designated areas in a neat and orderly manner so as not to generate litter, harbor vectors, or create a nuisance. Recyclable materials can be stored for up to 120 days unless LEA determines that the storage of these materials is causing a potential health and safety hazard.

City of Clovis Base Services

Proposer Name: 0

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$7,343,876.64
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$3,198,843.12
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$12,168.00
	Total Rate Revenue	\$10,554,887.76
4	Proposed Rate Period 1 Cost (without bagged organics)	\$10,554,940.53
5	Surplus/(Deficit)*	-\$52.77
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

General Proposer Information

Form 1

City of Crovis Base Services

Proposer Name:

Note to proposer: Input data in yellow shaded areas only.

A. Primary Contact Information

1	Name	German Hernandez
2	Title	General Manager
3	Phone	1-818-974-7796
4	Fax	
5	E-mail	ghernandez4@republicservices.com

B. Support Facilities

1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	5501 N. Golden State Blvd. Fresno, Ca 93722
2	Address of administrative office	5501 N. Golden State Blvd. Fresno, Ca 93722
3	Address of billing office	5501 N. Golden State Blvd. Fresno, Ca 93722
4	Address of customer service office	TBD

C. Recyclable Materials Processing and Handling

1	Name of processing site	BFI Newby Island Recyclery
2	SWIS ID	43-AN-0014
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730

D. Organic Materials Processing and Handling (co-mingled YW/FW)

1	Name of processing site	Kochergen Farms Composting
2	SWIS ID	16-AA-0022
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730
5	Bagged materials accepted at facility?	

E. Other Processing and Handling (Optional)*

1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics

Proposer Name:

0

Form 2

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,948	35,558	1,142	998			
Labor Information							
2 # of regular route personnel	6.8	5.2	2.6	1.5			16.1
3 Labor hours/day/person	10.8	10.9	10.9	10.5			
4 Total labor hours/year	19,130	14,764	8,842	4,933			47,668
Route Information							
5 # of routes per week (including weekends)	6.80	5.20	2.60	1.50			16.1
6 # of persons per route (including weekends)	6.8	5.2	2.6	1.5			16.1
7 # of route hours/day/route (including weekends)	10.8	10.9	10.9	10.5			
8 # of route hours per year per:	19,094	14,737	7,368	4,095	0	0	45,295
9 # of FTE routes	9.18	7.09	3.54	1.97	0.00	0.00	22
10 Total # of cart setouts per day for all routes	7,390	7,112					
11 # of cart setouts/day/FTE route	805	1,004					
12 # of cart setouts per week for all routes	36,948	35,558					
13 # of lifts or pulls per week for all routes			1,821	1,045			
14 # of lifts or pulls per year for all routes			94,692	54,340	0	0	
15 # of lifts or pulls per route hour			12.85	13.27	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	7.0	5.0	3.0	2.0			17.0
17 # of spare collection vehicles							0.0
18 Total # of collection vehicles	7.0	5.0	3.0	2.0	0.0	0.0	17.0
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,313		2,669				11,982.0
20 Organic Materials Collected		18,522		333			18,854.6
21 Materials Collected from Ancillary Services							0.0
22 Other Materials Collected (Specify) _____							0.0
23 Other Materials Collected (Specify) _____							0.0
24 Total Collected	9,313	18,522	2,669	333	0	0	30,836.6
25 Processing residue disposed	3,242	926	604	269			5,040.3
26 Net Diverted	6,071	17,596	2,065	64	0	0	25,796.3
Overall Diversion Rate							83.7%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	0
	0.00
	0
	0.00
	0.0
	0
	0

Form 3

Proposed Labor Requirements
Proposer Name:

0

Note to proposer: Input data in yellow shaded areas only.					
Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	6.8	1.5	8.3	\$24.46	\$13.91
Cart Organic Matrials	5.2	1.5	6.7	\$24.46	\$13.91
Bin Recyclable Materials	2.6	0.5	3.1	\$24.46	\$13.91
Bin Organic Materials	1.5	0.5	2.0	\$24.46	\$13.91
Scout Service			0.0		
Ancillary Services			0.0		
Commercial Container Cleaning/Exchange	0.3		0.3	\$24.46	\$13.91
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	16.4	4.0	20.4		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)					
General Manager	General Manager	0.3	\$49.70	\$18.89	
Operations Manager	Operations Manager	0.3	\$49.70	\$18.89	
Service Liaison					
Municipal Relations Manager	Municipal Sales Manager	0.3	\$49.70	\$18.89	
Government Liaison					
Route Supervisor	Operations Supervisr	1.0	\$49.70	\$18.89	
Dispatcher	Logistics Analyst	0.7	\$49.70	\$18.89	
Container Distribution					
Container Maintenance/Welder					
Maintenance Supervisor					
Maintenance Personnel					
Controller	Business Unit Finance Manager	0.3	\$49.70	\$18.89	
Safety Specialist					
Staff Accountant					
Office Manager					
Human Resources					
Accounting Clerk					
Billings Clerk	Billing and Cash Specialist	0.3	\$25.77	\$9.79	
Accounts Receivable Clerk					
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor					
Customer Service Representatives	Customer Service Representatives	2.0	\$25.77	\$9.79	
Sales Coordinator					
Recycling Manager					
Diversion Coordinator(s) (up to 1 FTE equivalent)	Sustainability Advisor	1.0	\$49.70	\$18.89	
Other (specify): _____	Compliance Advisor	1.0	\$25.77	\$9.79	
Other (specify): _____					
Subtotal Other Personnel	N/A	7.2			
	Total All Personnel	27.6			

Form 4

Summary of Proposed Costs
Proposer Name: 0

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$729,532	\$692,977	\$334,144	\$179,006			\$1,935,659
Vehicle-Related Costs	\$722,255	\$564,328	\$257,218	\$137,795			\$1,681,596
Fuel Costs	\$351,397	\$271,021	\$95,923	\$51,387			\$769,729
Other Costs	\$77,749	\$110,090	\$71,005	\$38,038			\$296,881
Direct Depreciation	\$125,792	\$178,117	\$147,503	\$79,019			\$530,432
Total Allocated Costs - G&A and Vehicle	\$274,477	\$401,844	\$157,879	\$84,578			\$918,779
Total Cost of Operations	\$2,281,203	\$2,218,378	\$1,063,671	\$569,824	\$0	\$0	\$6,133,075
Profit	(\$622,858)	\$1,185,172	\$344,262	\$194,390			\$1,100,966
Pass-Through Costs							
Recyclable Material Processing Costs	\$1,378,356		\$575,359				\$1,953,715
Organic Material Processing Costs (without bags)		\$888,480		(\$159,318)			\$729,162
Other Processing Costs							\$0
Disposal Costs (Residue)							\$0
Interest Expense	\$42,500	\$59,693	\$23,290	\$12,477			\$137,959
Total Pass-Through Costs	\$1,420,856	\$948,173	\$598,648	(\$146,841)	\$0	\$0	\$2,820,836
Total Costs before City Fees	\$3,079,201	\$4,351,723	\$2,006,581	\$617,372	\$0	\$0	\$10,054,877
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$16.11		\$16.11				
Estimated Tonnage to be Collected	6,519.10		1,868.30				\$135,121
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$159,942
Public Education and Outreach							
Minimum \$200,000 Annually							\$205,000
Total Proposed Costs (organics without bags)	---	---	---	---		---	\$10,554,941
Additional Organic Material Processing Costs (with bags, if applicable)							\$0
Total Proposed Costs (organics with bags) (2)							\$10,554,941

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/ Exchange
\$12,672	\$54,938
\$61,830	
\$74,502	\$54,938
\$0	\$0
\$74,502	\$54,938
FF and CS will be calculated once alt	
\$74,502	\$54,938

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.
(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Capital Requirements

City of Clovis Base Services

Proposer Name: 0

Note to proposer: Input data in yellow shaded areas only.

		Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
		New			Used			Total				
		Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles												
Collection Vehicles												
Residential Cart Recyclable Materials			0	6		6	6	0	6	\$712,450	\$	118,741.72
Residential Cart Organic Materials			0	5	1	6	5	1	6	\$712,450	\$	118,741.72
Commercial Cart Recyclable Materials	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Cart Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Bin Recyclable Materials	1		1	2		2	3	0	3	\$858,074	\$	286,024.76
Commercial Bin Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,020,924	\$	510,461.90
Roll-Off			0			0	0	0	0			N/A
Subtotal	4	0	4	16	1	17	20	1	21	\$5,351,365		
Other Vehicles												
Pickup Trucks			0			0	0	0	0			N/A
Container Distribution	0.2		0.2			0	0.2	0	0.2	\$16,391	\$	81,954.35
Mobile Service Truck			0			0	0	0	0			N/A
Scout			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0.2	0	0.2	0	0	0	0.2	0	0.2	\$16,391		
							Total Vehicle Cost			\$5,367,756		
Containers												
Carts												
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	866		866			0	866	0	866	\$50,482	\$	58.29
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume ____65____ gallons (Commercial Customers)(1)	1175		1175			0	1175	0	1175	\$64,810	\$	55.16
Subtotal	2041	0	2041	0	0	0	2041	0	2041	\$115,292		
Bins												
1 cubic yard	103		103	172		172	275	0	275	\$116,665	\$	424.24
1.5 cubic yards	11		11	19		19	30	0	30	\$13,612	\$	453.72
2 cubic yards	91		91	152		152	243	0	243	\$117,421	\$	483.21
3 cubic yards	139		139	232		232	371	0	371	\$202,648	\$	546.22
4 cubic yards	108		108	180		180	288	0	288	\$181,824	\$	631.33
5 cubic yards	0		0	0		0	0	0	0	\$0	N/A	
6 cubic yards	8		8	13		13	21	0	21	\$16,312	\$	776.77
Subtotal	460	0	460	768	0	768	1228	0	1228	\$648,481		
Other												
Multi-Family Kitchen Caddies			0			0	0		0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0		
							Total Container Cost (excluding kitchane caddies)			\$763,773		
Other	Description											
Offices												N/A
Processing Site(s)												N/A
Transfer Station	Rice Road Transfer Station										\$962,705	N/A
Corporation Yard/Maintenance	5501 Golden Sate Blvd Fresno, Ca 93722										\$8,168,851	N/A
Container Storage Yard												N/A
Shop Equipment	Shop Equipment										\$456,758	N/A
Fueling Equipment												N/A
Computer and Office Equipment	Office Equipmtent										\$141,758	N/A
Other (specify): _____												N/A
Other (specify): _____												N/A
							Total Other Cost			\$9,730,072		
Total Capital Cost										\$15,861,600		

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: 0

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$6.33	36,500	\$2,772,978
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$8.82	35,200	\$3,725,568
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$6,498,546

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.31	6,754	\$268,269
Organic Materials	1 pick-up/week	\$5.67	\$8.90	5,403	\$577,062
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$845,331

Form 7

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: 0

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service						
Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1	NA	\$29.01	666	\$231,848
		2	NA			\$0
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$38.72	\$58.08	53	\$36,939
		2	\$77.44	\$116.16	4	\$5,576
		3	\$116.16	\$174.24	0	\$0
		4	\$154.88	\$232.32		\$0
		5	\$193.60	\$290.40		\$0
		6	\$232.32	\$348.48		\$0
		Sunday				\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$58.08	\$87.13	12	\$12,546
		2	\$116.16	\$174.24	3	\$6,273
		3	\$174.24	\$261.36	1	\$3,136
		4	\$232.32	\$348.48		\$0
		5	\$290.40	\$435.60		\$0
		6	\$348.48	\$522.73		\$0
		Sunday				\$0
Recyclable Materials	2 cubic yard Bin	1	\$77.44	\$116.16	96	\$133,816
		2	\$154.88	\$232.32	22	\$61,332
		3	\$232.32	\$348.48	11	\$45,999
		4	\$309.76	\$464.64	1	\$5,576
		5	\$387.20	\$580.80		\$0
		6	\$464.64	\$696.96		\$0
		Sunday				\$0
Recyclable Materials	3 cubic yard Bin	1	\$116.16	\$174.24	90	\$188,179
		2	\$232.32	\$348.48	78	\$326,177
		3	\$348.48	\$522.72	31	\$194,452
		4	\$464.64	\$696.96	22	\$183,997
		5	\$580.80	\$871.20	4	\$41,818
		6	\$696.96	\$1,045.44	3	\$37,636
		Sunday				\$0
Recyclable Materials	4 cubic yard Bin	1	\$154.88	\$232.32	65	\$181,210
		2	\$309.76	\$464.64	55	\$306,662
		3	\$464.64	\$696.96	31	\$259,269
		4	\$619.52	\$929.28	9	\$100,362
		5	\$774.40	\$1,161.60	4	\$55,757
		6	\$929.28	\$1,393.92	15	\$250,906
		Sunday				\$0
Recyclable Materials	5 cubic yard Bin	1	\$193.60	\$290.40	0	\$0
		2	\$387.20	\$580.80	0	\$0
		3	\$580.80	\$871.20	0	\$0
		4	\$774.40	\$1,161.60	0	\$0
		5	\$968.00	\$1,452.00	0	\$0
		6	\$1,161.60	\$1,742.40	0	\$0
		Sunday				\$0
Recyclable Materials	6 cubic yard Bin	1	\$232.32	\$348.48	10	\$41,818
		2	\$464.64	\$696.96	2	\$16,727
		3	\$696.96	\$1,045.44	1	\$12,545
		4	\$929.28	\$1,393.92		\$0
		5	\$1,161.60	\$1,742.40		\$0
		6	\$1,393.92	\$2,090.88		\$0
	Estimated Recycling Bin Revenue for Rate Period One					
Rates for Regularly Scheduled Organics Cart & Bin Service						
Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	-gal Cart	1	NA	\$29.01	869	\$302,516
		2	NA			\$0
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0

Form 7

		6	NA			\$0
Organic Materials	96-gal Cart	1	NA			\$0
		2	NA			\$0
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Organic Materials	1 cubic yard Bin	1	\$46.46	\$58.08	108	\$75,272
		2	\$92.93	\$116.16	2	\$2,788
		3	\$139.39	\$174.24	5	\$10,454
		4	\$185.86	\$232.32		\$0
		5	\$232.32	\$290.40		\$0
		6	\$278.78	\$348.48		\$0
		Sunday				\$0
Organic Materials	1.5 cubic yard Bin	1	\$69.70	\$87.13	3	\$3,137
		2	\$139.39	\$174.24		\$0
		3	\$209.09	\$261.36		\$0
		4	\$278.78	\$348.48		\$0
		5	\$348.48	\$435.60		\$0
		6	\$418.18	\$522.73		\$0
		Sunday				\$0
Organic Materials	2 cubic yard Bin	1	\$92.93	\$116.16	16	\$22,303
		2	\$185.86	\$232.32	3	\$8,364
		3	\$278.78	\$348.48	1	\$4,182
		4	\$371.71	\$464.64	0	\$0
		5	\$464.64	\$580.80	2	\$13,939
		6	\$557.57	\$696.96		\$0
		Sunday				\$0
Organic Materials	3 cubic yard Bin	1	\$139.39	\$174.24	2	\$4,182
		2	\$278.78	\$348.48	2	\$8,364
		3	\$418.18	\$522.72		\$0
		4	\$557.57	\$696.96		\$0
		5	\$696.96	\$871.20		\$0
		6	\$836.35	\$1,045.44		\$0
		Sunday				\$0
Organic Materials	4 cubic yard Bin	1	\$185.86	\$232.32	1	\$2,788
		2	\$371.71	\$464.64		\$0
		3	\$557.57	\$696.96		\$0
		4	\$743.42	\$929.28		\$0
		5	\$929.28	\$1,161.60		\$0
		6	\$1,115.14	\$1,393.92		\$0
		Sunday				\$0
Organic Materials	5 cubic yard Bin	1	\$232.32	\$290.40		\$0
		2	\$464.64	\$580.80		\$0
		3	\$696.96	\$871.20		\$0
		4	\$929.28	\$1,161.60		\$0
		5	\$1,161.60	\$1,452.00		\$0
		6	\$1,393.92	\$1,742.40		\$0
		Sunday				\$0
Organic Materials	6 cubic yard Bin	1	\$278.78	\$348.48		\$0
		2	\$557.57	\$696.96		\$0
		3	\$836.35	\$1,045.44		\$0
		4	\$1,115.14	\$1,393.92		\$0
		5	\$1,393.92	\$1,742.40		\$0
		6	\$1,672.70	\$2,090.88		\$0
	Estimated Organics Bin Revenue for Rate Period One					
Rates for Miscellaneous Services (Per Occurrence)						
Rate Period One						
August 1, 2025 through July 31, 2026						
Average # of						
				Service	Estimated Rate	
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Instances per Month	Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$13.50	1	\$162
	1 cubic yard container	Per-Occurrence Rate		\$27.00	1	\$324
	1.5 cubic yard container	Per-Occurrence Rate		\$40.50	1	\$486
	2 cubic yard container	Per-Occurrence Rate		\$54.00	1	\$648
	3 cubic yard container	Per-Occurrence Rate		\$81.00	4	\$3,888
	4 cubic yard container	Per-Occurrence Rate		\$108.00	1	\$1,296
	5 cubic yard container	Per-Occurrence Rate		\$135.00	1	\$1,620
	6 cubic yard container	Per-Occurrence Rate		\$162.00	1	\$1,944
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate		\$100.00	1	\$1,200
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate		\$50.00	1	\$600
Estimated Miscellaneous Service Revenue for Rate Period One						\$12,168

SUPPLEMENTAL ATTACHMENT B

with revised rates and Commercial rate fixed at 60% of the City of Clovis trash rate.

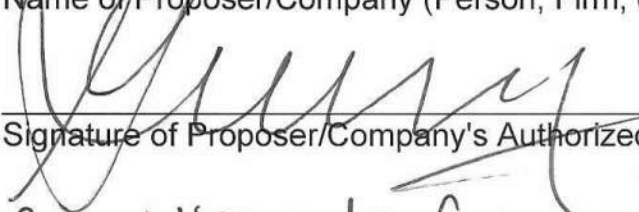
ACKNOWLEDGMENT FORM

Proposer acknowledges that they have read the email sent on December 17, 2024, titled "Follow-Up on RFP Process – Compliance Matrix and Revised Attachment B" and has provided a revised Tab 7 BIN to be incorporated with proposal and reconfirms that the cost is based on the corrected rates and acknowledges that the undersigned is an authorized representative of the proposing firm.

Allied Waste Services of North America, LLC dba

Allied Waste Services of Fresno dba Republic Services of Fresno

Name of Proposer/Company (Person, Firm, or Corporation)


Signature of Proposer/Company's Authorized Representative

GERMAN HERNANDEZ GENERAL MANAGER
Printed Name & Title of Authorized Representative

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$8,240,794.18
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,286,185.83
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$12,168.00
	Total Rate Revenue	\$10,539,148.01
4	Proposed Rate Period 1 Cost (without bagged organics)	\$10,539,147.38
5	Surplus/(Deficit)*	\$0.62
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

General Proposer Information

Form 1

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

A. Primary Contact Information

1	Name	German Hernandez
2	Title	General Manager
3	Phone	1-818-974-7796
4	Fax	
5	E-mail	ghernandez4@republicservices.com

B. Support Facilities

1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	5501 N. Golden State Blvd. Fresno, Ca 93722
2	Address of administrative office	5501 N. Golden State Blvd. Fresno, Ca 93722
3	Address of billing office	5501 N. Golden State Blvd. Fresno, Ca 93722
4	Address of customer service office	TBD

C. Recyclable Materials Processing and Handling

1	Name of processing site	BFI Newby Island Recyclery
2	SWIS ID	43-AN-0014
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730

D. Organic Materials Processing and Handling (co-mingled YW/FW)

1	Name of processing site	Kochergen Farms Composting
2	SWIS ID	16-AA-0022
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730
5	Bagged materials accepted at facility?	

E. Other Processing and Handling (Optional)*

1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics
Proposer Name:

German Hernandez

Form 2

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,948	35,558	1,142	998			
Labor Information							
2 # of regular route personnel	6.8	5.2	2.6	1.5			16.1
3 Labor hours/day/person	10.8	10.9	10.9	10.5			
4 Total labor hours/year	19,130	14,764	8,842	4,933			47,668
Route Information							
5 # of routes per week (including weekends)	6.80	5.20	2.60	1.50			16.1
6 # of persons per route (including weekends)	6.8	5.2	2.6	1.5			16.1
7 # of route hours/day/route (including weekends)	10.8	10.9	10.9	10.5			
8 # of route hours per year per:	19,094	14,737	7,368	4,095	0	0	45,295
9 # of FTE routes	9.18	7.09	3.54	1.97	0.00	0.00	22
10 Total # of cart setouts per day for all routes	7,390	7,112					
11 # of cart setouts/day/FTE route	805	1,004					
12 # of cart setouts per week for all routes	36,948	35,558					
13 # of lifts or pulls per week for all routes			1,821	1,045			
14 # of lifts or pulls per year for all routes			94,692	54,340	0	0	
15 # of lifts or pulls per route hour			12.85	13.27	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	7.0	5.0	3.0	2.0			17.0
17 # of spare collection vehicles							0.0
18 Total # of collection vehicles	7.0	5.0	3.0	2.0	0.0	0.0	17.0
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,313		2,669				11,982.0
20 Organic Materials Collected		18,522		333			18,854.6
21 Materials Collected from Ancillary Services							0.0
22 Other Materials Collected (Specify) _____							0.0
23 Other Materials Collected (Specify) _____							0.0
24 Total Collected	9,313	18,522	2,669	333	0	0	30,836.6
25 Processing residue disposed	3,242	926	604	269			5,040.3
26 Net Diverted	6,071	17,596	2,065	64	0	0	25,796.3
Overall Diversion Rate							83.7%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	0
	0.00
	0
	0.00
	0.0
	0
	0

Form 3

Proposed Labor Requirements

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	6.8	1.5	8.3	\$24.46	\$13.91
Cart Organic Matrials	5.2	1.5	6.7	\$24.46	\$13.91
Bin Recyclable Materials	2.6	0.5	3.1	\$24.46	\$13.91
Bin Organic Materials	1.5	0.5	2.0	\$24.46	\$13.91
Scout Service			0.0		
Ancillary Services			0.0		
Commercial Container Cleaning/Exchange	0.3		0.3	\$24.46	\$13.91
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	16.4	4.0	20.4		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)					
General Manager	General Manager	0.3	\$49.70	\$18.89	
Operations Manager	Operations Manager	0.3	\$49.70	\$18.89	
Service Liaison					
Municipal Relations Manager	Municipal Sales Manager	0.3	\$49.70	\$18.89	
Government Liaison					
Route Supervisor	Operations Supervisr	1.0	\$49.70	\$18.89	
Dispatcher	Logistics Analyst	0.7	\$49.70	\$18.89	
Container Distribution					
Container Maintenance/Welder					
Maintenance Supervisor					
Maintenance Personnel					
Controller	Business Unit Finance Manager	0.3	\$49.70	\$18.89	
Safety Specialist					
Staff Accountant					
Office Manager					
Human Resources					
Accounting Clerk					
Billings Clerk	Billing and Cash Specialist	0.3	\$25.77	\$9.79	
Accounts Receivable Clerk					
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor					
Customer Service Representatives	Customer Service Representatives	2.0	\$25.77	\$9.79	
Sales Coordinator					
Recycling Manager					
Diversion Coordinator(s) (up to 1 FTE equivalent)	Sustainability Advisor	1.0	\$49.70	\$18.89	
Other (specify): _____	Compliance Advisor	1.0	\$25.77	\$9.79	
Other (specify): _____					
Subtotal Other Personnel	N/A	7.2			
	Total All Personnel	27.6			

Form 4

Summary of Proposed Costs
Proposer Name:

German Hernandez

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$729,532	\$692,977	\$334,144	\$179,006			\$1,935,659
Vehicle-Related Costs	\$722,255	\$564,328	\$257,218	\$137,795			\$1,681,596
Fuel Costs	\$351,397	\$271,021	\$95,923	\$51,387			\$769,729
Other Costs	\$77,749	\$110,090	\$71,005	\$38,038			\$296,881
Direct Depreciation	\$125,792	\$178,117	\$147,503	\$79,019			\$530,432
Total Allocated Costs - G&A and Vehicle	\$274,477	\$401,844	\$157,879	\$84,578			\$918,779
Total Cost of Operations	\$2,281,203	\$2,218,378	\$1,063,671	\$569,824	\$0	\$0	\$6,133,075
Profit	(\$593,018)	\$1,185,172	\$344,262	\$194,390			\$1,130,806
Pass-Through Costs							
Recyclable Material Processing Costs	\$1,378,356		\$575,345				\$1,953,701
Organic Material Processing Costs (without bags)		\$888,480		(\$159,304)			\$729,176
Other Processing Costs							\$0
Disposal Costs (Residue)							\$0
Interest Expense	\$42,500	\$59,693	\$23,290	\$12,477			\$137,959
Total Pass-Through Costs	\$1,420,856	\$948,173	\$598,635	(\$146,828)	\$0	\$0	\$2,820,836
Total Costs before City Fees	\$3,109,041	\$4,351,723	\$2,006,567	\$617,386	\$0	\$0	\$10,084,717
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$16.11		\$16.11				
Estimated Tonnage to be Collected	6,519.25		1,868.13				\$135,121
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$114,309
Public Education and Outreach							
Minimum \$200,000 Annually							\$205,000
Total Proposed Costs (organics without bags)	---	---	---	---		---	\$10,539,147
Additional Organic Material Processing Costs (with bags, if applicable)							\$0
Total Proposed Costs (organics with bags) (2)							\$10,539,147

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$12,672	\$54,938
\$61,830	
\$74,502	\$54,938
\$0	\$0
\$74,502	\$54,938
FF and CS will be calculated once alt	
\$74,502	\$54,938

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.
(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Capital Requirements

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

		Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
		New			Used			Total				
		Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles												
Collection Vehicles												
Residential Cart Recyclable Materials			0	6		6	6	0	6	\$712,450	\$	118,741.72
Residential Cart Organic Materials			0	5	1	6	5	1	6	\$712,450	\$	118,741.72
Commercial Cart Recyclable Materials	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Cart Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Bin Recyclable Materials	1		1	2		2	3	0	3	\$858,074	\$	286,024.76
Commercial Bin Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,020,924	\$	510,461.90
Roll-Off			0			0	0	0	0			N/A
Subtotal	4	0	4	16	1	17	20	1	21	\$5,351,365		
Other Vehicles												
Pickup Trucks			0			0	0	0	0			N/A
Container Distribution	0.2		0.2			0	0.2	0	0.2	\$16,391	\$	81,954.35
Mobile Service Truck			0			0	0	0	0			N/A
Scout			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0.2	0	0.2	0	0	0	0.2	0	0.2	\$16,391		
							Total Vehicle Cost			\$5,367,756		
Containers												
Carts												
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	866		866			0	866	0	866	\$50,482	\$	58.29
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	1175		1175			0	1175	0	1175	\$64,810	\$	55.16
Subtotal	2041	0	2041	0	0	0	2041	0	2041	\$115,292		
Bins												
1 cubic yard	103		103	172		172	275	0	275	\$116,665	\$	424.24
1.5 cubic yards	11		11	19		19	30	0	30	\$13,612	\$	453.72
2 cubic yards	91		91	152		152	243	0	243	\$117,421	\$	483.21
3 cubic yards	139		139	232		232	371	0	371	\$202,648	\$	546.22
4 cubic yards	108		108	180		180	288	0	288	\$181,824	\$	631.33
5 cubic yards	0		0	0		0	0	0	0	\$0	N/A	
6 cubic yards	8		8	13		13	21	0	21	\$16,312	\$	776.77
Subtotal	460	0	460	768	0	768	1228	0	1228	\$648,481		
Other												
Multi-Family Kitchen Caddies			0			0	0		0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0		
							Total Container Cost (excluding kitchane caddies)			\$763,773		
Other	Description											
Offices												N/A
Processing Site(s)												N/A
Transfer Station	Rice Road Transfer Station										\$962,705	N/A
Corporation Yard/Maintenance	5501 Golden Sate Blvd Fresno, Ca 93722										\$8,168,851	N/A
Container Storage Yard												N/A
Shop Equipment	Shop Equipment										\$456,758	N/A
Fueling Equipment												N/A
Computer and Office Equipment	Office Equipmtent										\$141,758	N/A
Other (specify): _____												N/A
Other (specify): _____												N/A
							Total Other Cost			\$9,730,072		
Total Capital Cost										\$15,861,600		

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: German Hernandez

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$7.10	36,500	\$3,109,800
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$9.90	35,200	\$4,181,760
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$7,291,560

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.72	6,754	\$301,499
Organic Materials	1 pick-up/week	\$5.67	\$9.99	5,403	\$647,736
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$949,234

Form 7

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: German Hernandez

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA	\$23.21	666	\$185,478
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72	\$46.46	53	\$29,551
		2	\$154.88	\$77.44	\$92.93	4	\$4,461
		3	\$232.32	\$116.16	\$139.39	0	\$0
		4	\$309.76	\$154.88	\$185.86		\$0
		5	\$387.20	\$193.60	\$232.32		\$0
		6	\$464.64	\$232.32	\$278.78		\$0
		Sunday					\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26	\$63.91	12	\$9,203
		2	\$213.04	\$106.52	\$127.82	3	\$4,602
		3	\$319.56	\$159.78	\$191.74	1	\$2,301
		4	\$426.08	\$213.04	\$255.65		\$0
		5	\$532.60	\$266.30	\$319.56		\$0
		6	\$639.12	\$319.56	\$383.47		\$0
		Sunday					\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80	\$81.36	96	\$93,727
		2	\$271.20	\$135.60	\$162.72	22	\$42,958
		3	\$406.80	\$203.40	\$244.08	11	\$32,219
		4	\$542.40	\$271.20	\$325.44	1	\$3,905
		5	\$678.00	\$339.00	\$406.80		\$0
		6	\$813.60	\$406.80	\$488.16		\$0
		Sunday					\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62	\$120.74	90	\$130,397
		2	\$402.46	\$201.23	\$241.48	78	\$226,022
		3	\$603.69	\$301.85	\$362.21	31	\$134,744
		4	\$804.92	\$402.46	\$482.95	22	\$127,499
		5	\$1,006.15	\$503.08	\$603.69	4	\$28,977
		6	\$1,207.38	\$603.69	\$724.43	3	\$26,079
		Sunday					\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43	\$160.11	65	\$124,886
		2	\$533.70	\$266.85	\$320.22	55	\$211,345
		3	\$800.55	\$400.28	\$480.33	31	\$178,683
		4	\$1,067.40	\$533.70	\$640.44	9	\$69,168
		5	\$1,334.25	\$667.13	\$800.55	4	\$38,426
		6	\$1,601.10	\$800.55	\$960.66	15	\$172,919
		Sunday					\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24	\$199.48	0	\$0
		2	\$664.94	\$332.47	\$398.96	0	\$0
		3	\$997.41	\$498.71	\$598.45	0	\$0
		4	\$1,329.88	\$664.94	\$797.93	0	\$0
		5	\$1,662.35	\$831.18	\$997.41	0	\$0
		6	\$1,994.82	\$997.41	\$1,196.89	0	\$0
		Sunday					\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05	\$238.85	10	\$28,662
		2	\$796.18	\$398.09	\$477.71	2	\$11,465
		3	\$1,194.27	\$597.14	\$716.56	1	\$8,599
		4	\$1,592.36	\$796.18	\$955.42		\$0
		5	\$1,990.45	\$995.23	\$1,194.27		\$0
		6	\$2,388.54	\$1,194.27	\$1,433.12		\$0
	Estimated Recycling Bin Revenue for Rate Period One						
Rates for Regularly Scheduled Organics Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)		Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	-gal Cart	1		NA	\$23.21	869	\$242,013
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0

Form 7

		6		NA			\$0
Organic Materials	96-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46	\$46.46	108	\$60,217
		2	\$154.88	\$92.93	\$92.93	2	\$2,230
		3	\$232.32	\$139.39	\$139.39	5	\$8,364
		4	\$309.76	\$185.86	\$185.86		\$0
		5	\$387.20	\$232.32	\$232.32		\$0
		6	\$464.64	\$278.78	\$278.78		\$0
		Sunday					\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91	\$63.91	3	\$2,301
		2	\$213.04	\$127.82	\$127.82		\$0
		3	\$319.56	\$191.74	\$191.74		\$0
		4	\$426.08	\$255.65	\$255.65		\$0
		5	\$532.60	\$319.56	\$319.56		\$0
		6	\$639.12	\$383.47	\$383.47		\$0
		Sunday					\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36	\$81.36	16	\$15,621
		2	\$271.20	\$162.72	\$162.72	3	\$5,858
		3	\$406.80	\$244.08	\$244.08	1	\$2,929
		4	\$542.40	\$325.44	\$325.44	0	\$0
		5	\$678.00	\$406.80	\$406.80	2	\$9,763
		6	\$813.60	\$488.16	\$488.16		\$0
		Sunday					\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74	\$120.74	2	\$2,898
		2	\$402.46	\$241.48	\$241.48	2	\$5,795
		3	\$603.69	\$362.21	\$362.21		\$0
		4	\$804.92	\$482.95	\$482.95		\$0
		5	\$1,006.15	\$603.69	\$603.69		\$0
		6	\$1,207.38	\$724.43	\$724.43		\$0
		Sunday					\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11	\$160.11	1	\$1,921
		2	\$533.70	\$320.22	\$320.22		\$0
		3	\$800.55	\$480.33	\$480.33		\$0
		4	\$1,067.40	\$640.44	\$640.44		\$0
		5	\$1,334.25	\$800.55	\$800.55		\$0
		6	\$1,601.10	\$960.66	\$960.66		\$0
		Sunday					\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48	\$199.48		\$0
		2	\$664.94	\$398.96	\$398.96		\$0
		3	\$997.41	\$598.45	\$598.45		\$0
		4	\$1,329.88	\$797.93	\$797.93		\$0
		5	\$1,662.35	\$997.41	\$997.41		\$0
		6	\$1,994.82	\$1,196.89	\$1,196.89		\$0
		Sunday					\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85	\$238.85		\$0
		2	\$796.18	\$477.71	\$477.71		\$0
		3	\$1,194.27	\$716.56	\$716.56		\$0
		4	\$1,592.36	\$955.42	\$955.42		\$0
		5	\$1,990.45	\$1,194.27	\$1,194.27		\$0
		6	\$2,388.54	\$1,433.12	\$1,433.12		\$0
Estimated Organics Bin Revenue for Rate Period One							\$359,911
Rates for Miscellaneous Services (Per Occurrence)							
Rate Period One							
August 1, 2025 through July 31, 2026							
Average # of							
					Service	Estimated Rate	
Type of Service	Container Size	Service Frequency		Proposed	Instances per	Period One	
		(Pick-Ups/Week)	Current Rate	Maximum Rate	Month	Revenues	
Extra Pickups	96-gal cart	Per-Occurrence					
		Rate		\$13.50	1	\$162	
	1 cubic yard container	Per-Occurrence		\$27.00	1	\$324	
		Rate					
	1.5 cubic yard container	Per-Occurrence		\$40.50	1	\$486	
		Rate		\$54.00	1	\$648	
	2 cubic yard container	Per-Occurrence					
		Rate					
Extra Bin Delivery	3 cubic yard container	Per-Occurrence		\$81.00	4	\$3,888	
		Rate		\$108.00	1	\$1,296	
	4 cubic yard container	Per-Occurrence					
		Rate					
	5 cubic yard container	Per-Occurrence		\$135.00	1	\$1,620	
		Rate		\$162.00	1	\$1,944	
	6 cubic yard container	Per-Occurrence					
		Rate					
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence		\$100.00	1	\$1,200	
		Rate					
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence		\$50.00	1	\$600	
		Rate					
Estimated Miscellaneous Service Revenue for Rate Period One							\$12,168

SUPPLEMENTAL ATTACHMENT B

with revised rates and Commercial rate fixed at 75% of the City of Clovis trash rate.

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$7,696,670.45
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,857,732.29
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$12,168.00
	Total Rate Revenue	\$10,566,570.74
4	Proposed Rate Period 1 Cost (without bagged organics)	\$10,566,570.71
5	Surplus/(Deficit)*	\$0.03
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

General Proposer Information

Form 1

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

A. Primary Contact Information

1	Name	German Hernandez
2	Title	General Manager
3	Phone	1-818-974-7796
4	Fax	
5	E-mail	ghernandez4@republicservices.com

B. Support Facilities

1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	5501 N. Golden State Blvd. Fresno, Ca 93722
2	Address of administrative office	5501 N. Golden State Blvd. Fresno, Ca 93722
3	Address of billing office	5501 N. Golden State Blvd. Fresno, Ca 93722
4	Address of customer service office	TBD

C. Recyclable Materials Processing and Handling

1	Name of processing site	BFI Newby Island Recyclery
2	SWIS ID	43-AN-0014
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730

D. Organic Materials Processing and Handling (co-mingled YW/FW)

1	Name of processing site	Kochergen Farms Composting
2	SWIS ID	16-AA-0022
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transfer Haul
4	Name and address of transfer location (if applicable)	BFI Rice Road- TS 10463 North Rice Road Fresno, Ca 93730
5	Bagged materials accepted at facility?	

E. Other Processing and Handling (Optional)*

1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics

Proposer Name:

German Hernandez

Form 2

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,948	35,558	1,142	998			
Labor Information							
2 # of regular route personnel	6.8	5.2	2.6	1.5			16.1
3 Labor hours/day/person	10.8	10.9	10.9	10.5			
4 Total labor hours/year	19,130	14,764	8,842	4,933			47,668
Route Information							
5 # of routes per week (including weekends)	6.80	5.20	2.60	1.50			16.1
6 # of persons per route (including weekends)	6.8	5.2	2.6	1.5			16.1
7 # of route hours/day/route (including weekends)	10.8	10.9	10.9	10.5			
8 # of route hours per year per:	19,094	14,737	7,368	4,095	0	0	45,295
9 # of FTE routes	9.18	7.09	3.54	1.97	0.00	0.00	22
10 Total # of cart setouts per day for all routes	7,390	7,112					
11 # of cart setouts/day/FTE route	805	1,004					
12 # of cart setouts per week for all routes	36,948	35,558					
13 # of lifts or pulls per week for all routes			1,821	1,045			
14 # of lifts or pulls per year for all routes			94,692	54,340	0	0	
15 # of lifts or pulls per route hour			12.85	13.27	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	7.0	5.0	3.0	2.0			17.0
17 # of spare collection vehicles							0.0
18 Total # of collection vehicles	7.0	5.0	3.0	2.0	0.0	0.0	17.0
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,313		2,669				11,982.0
20 Organic Materials Collected		18,522		333			18,854.6
21 Materials Collected from Ancillary Services							0.0
22 Other Materials Collected (Specify) _____							0.0
23 Other Materials Collected (Specify) _____							0.0
24 Total Collected	9,313	18,522	2,669	333	0	0	30,836.6
25 Processing residue disposed	3,242	926	604	269			5,040.3
26 Net Diverted	6,071	17,596	2,065	64	0	0	25,796.3
Overall Diversion Rate							83.7%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	0
	0.00
	0
	0.00
	0.0
	0
	0

Form 3

Proposed Labor Requirements

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	6.8	1.5	8.3	\$24.46	\$13.91
Cart Organic Matrials	5.2	1.5	6.7	\$24.46	\$13.91
Bin Recyclable Materials	2.6	0.5	3.1	\$24.46	\$13.91
Bin Organic Materials	1.5	0.5	2.0	\$24.46	\$13.91
Scout Service			0.0		
Ancillary Services			0.0		
Commercial Container Cleaning/Exchange	0.3		0.3	\$24.46	\$13.91
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	16.4	4.0	20.4		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)					
General Manager	General Manager	0.3	\$49.70	\$18.89	
Operations Manager	Operations Manager	0.3	\$49.70	\$18.89	
Service Liaison					
Municipal Relations Manager	Municipal Sales Manager	0.3	\$49.70	\$18.89	
Government Liaison					
Route Supervisor	Operations Supervisr	1.0	\$49.70	\$18.89	
Dispatcher	Logistics Analyst	0.7	\$49.70	\$18.89	
Container Distribution					
Container Maintenance/Welder					
Maintenance Supervisor					
Maintenance Personnel					
Controller	Business Unit Finance Manager	0.3	\$49.70	\$18.89	
Safety Specialist					
Staff Accountant					
Office Manager					
Human Resources					
Accounting Clerk					
Billings Clerk	Billing and Cash Specialist	0.3	\$25.77	\$9.79	
Accounts Receivable Clerk					
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor					
Customer Service Representatives	Customer Service Representatives	2.0	\$25.77	\$9.79	
Sales Coordinator					
Recycling Manager					
Diversion Coordinator(s) (up to 1 FTE equivalent)	Sustainability Advisor	1.0	\$49.70	\$18.89	
Other (specify): _____	Compliance Advisor	1.0	\$25.77	\$9.79	
Other (specify): _____					
Subtotal Other Personnel	N/A	7.2			
	Total All Personnel	27.6			

Form 4

Summary of Proposed Costs
Proposer Name:

German Hernandez

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs	\$729,532	\$692,977	\$334,144	\$179,006			\$1,935,659
Vehicle-Related Costs	\$722,255	\$564,328	\$257,218	\$137,795			\$1,681,596
Fuel Costs	\$351,397	\$271,021	\$95,923	\$51,387			\$769,729
Other Costs	\$77,749	\$110,090	\$71,005	\$38,038			\$296,881
Direct Depreciation	\$125,792	\$178,117	\$147,503	\$79,019			\$530,432
Total Allocated Costs - G&A and Vehicle	\$274,477	\$401,844	\$157,879	\$84,578			\$918,779
Total Cost of Operations	\$2,281,203	\$2,218,378	\$1,063,671	\$569,824	\$0	\$0	\$6,133,075
Profit	(\$594,172)	\$1,185,172	\$344,262	\$194,390			\$1,129,652
Pass-Through Costs							
Recyclable Material Processing Costs	\$1,378,356		\$575,345				\$1,953,701
Organic Material Processing Costs (without bags)		\$888,480		(\$159,304)			\$729,176
Other Processing Costs							\$0
Disposal Costs (Residue)							\$0
Interest Expense	\$42,500	\$59,693	\$23,290	\$12,477			\$137,959
Total Pass-Through Costs	\$1,420,856	\$948,173	\$598,635	(\$146,828)	\$0	\$0	\$2,820,836
Total Costs before City Fees	\$3,107,887	\$4,351,723	\$2,006,567	\$617,386	\$0	\$0	\$10,083,563
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$16.11		\$16.11				
Estimated Tonnage to be Collected	6,519.25		1,868.13				\$135,121
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$142,887
Public Education and Outreach							
Minimum \$200,000 Annually							\$205,000
Total Proposed Costs (organics without bags)	---	---	---	---		---	\$10,566,571
Additional Organic Material Processing Costs (with bags, if applicable)							\$0
Total Proposed Costs (organics with bags) (2)							\$10,566,571

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/ Exchange
\$12,672	\$54,938
\$61,830	
\$74,502	\$54,938
\$0	\$0
\$74,502	\$54,938
FF and CS will be calculated once alt	
\$74,502	\$54,938

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.
(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Capital Requirements

City of Clovis Base Services

Proposer Name: German Hernandez

Note to proposer: Input data in yellow shaded areas only.

		Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
		New			Used			Total				
		Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles												
Collection Vehicles												
Residential Cart Recyclable Materials			0	6		6	6	0	6	\$712,450	\$	118,741.72
Residential Cart Organic Materials			0	5	1	6	5	1	6	\$712,450	\$	118,741.72
Commercial Cart Recyclable Materials	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Cart Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,023,733	\$	511,866.49
Commercial Bin Recyclable Materials	1		1	2		2	3	0	3	\$858,074	\$	286,024.76
Commercial Bin Organic Materials (Comingled YW/GW)	1		1	1		1	2	0	2	\$1,020,924	\$	510,461.90
Roll-Off			0			0	0	0	0			N/A
Subtotal	4	0	4	16	1	17	20	1	21	\$5,351,365		
Other Vehicles												
Pickup Trucks			0			0	0	0	0			N/A
Container Distribution	0.2		0.2			0	0.2	0	0.2	\$16,391	\$	81,954.35
Mobile Service Truck			0			0	0	0	0			N/A
Scout			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0.2	0	0.2	0	0	0	0.2	0	0.2	\$16,391		
							Total Vehicle Cost			\$5,367,756		
Containers												
Carts												
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	866		866			0	866	0	866	\$50,482	\$	58.29
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)			0			0	0	0	0			N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	1175		1175			0	1175	0	1175	\$64,810	\$	55.16
Subtotal	2041	0	2041	0	0	0	2041	0	2041	\$115,292		
Bins												
1 cubic yard	103		103	172		172	275	0	275	\$116,665	\$	424.24
1.5 cubic yards	11		11	19		19	30	0	30	\$13,612	\$	453.72
2 cubic yards	91		91	152		152	243	0	243	\$117,421	\$	483.21
3 cubic yards	139		139	232		232	371	0	371	\$202,648	\$	546.22
4 cubic yards	108		108	180		180	288	0	288	\$181,824	\$	631.33
5 cubic yards	0		0	0		0	0	0	0	\$0	N/A	
6 cubic yards	8		8	13		13	21	0	21	\$16,312	\$	776.77
Subtotal	460	0	460	768	0	768	1228	0	1228	\$648,481		
Other												
Multi-Family Kitchen Caddies			0			0	0		0			N/A
Other (specify): _____			0			0	0	0	0			N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0		
							Total Container Cost (excluding kitchane caddies)			\$763,773		
Other	Description											
Offices												N/A
Processing Site(s)												N/A
Transfer Station	Rice Road Transfer Station										\$962,705	N/A
Corporation Yard/Maintenance	5501 Golden Sate Blvd Fresno, Ca 93722										\$8,168,851	N/A
Container Storage Yard												N/A
Shop Equipment	Shop Equipment										\$456,758	N/A
Fueling Equipment												N/A
Computer and Office Equipment	Office Equipmtent										\$141,758	N/A
Other (specify): _____												N/A
Other (specify): _____												N/A
							Total Other Cost			\$9,730,072		
Total Capital Cost										\$15,861,600		

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: German Hernandez

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$6.63	36,500	\$2,903,940
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$9.25	35,200	\$3,907,200
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$6,811,140

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.47	6,754	\$281,237
Organic Materials	1 pick-up/week	\$5.67	\$9.32	5,403	\$604,294
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$885,530

Form 7

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: German Hernandez

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA	\$29.01	666	\$231,848
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72	\$58.08	53	\$36,939
		2	\$154.88	\$77.44	\$116.16	4	\$5,576
		3	\$232.32	\$116.16	\$174.24	0	\$0
		4	\$309.76	\$154.88	\$232.32		\$0
		5	\$387.20	\$193.60	\$290.40		\$0
		6	\$464.64	\$232.32	\$348.48		\$0
		Sunday					\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26	\$79.89	12	\$11,504
		2	\$213.04	\$106.52	\$159.78	3	\$5,752
		3	\$319.56	\$159.78	\$239.67	1	\$2,876
		4	\$426.08	\$213.04	\$319.56		\$0
		5	\$532.60	\$266.30	\$399.45		\$0
		6	\$639.12	\$319.56	\$479.34		\$0
		Sunday					\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80	\$101.70	96	\$117,158
		2	\$271.20	\$135.60	\$203.40	22	\$53,698
		3	\$406.80	\$203.40	\$305.10	11	\$40,273
		4	\$542.40	\$271.20	\$406.80	1	\$4,882
		5	\$678.00	\$339.00	\$508.50		\$0
		6	\$813.60	\$406.80	\$610.20		\$0
		Sunday					\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62	\$150.92	90	\$162,996
		2	\$402.46	\$201.23	\$301.85	78	\$282,527
		3	\$603.69	\$301.85	\$452.77	31	\$168,430
		4	\$804.92	\$402.46	\$603.69	22	\$159,374
		5	\$1,006.15	\$503.08	\$754.61	4	\$36,221
		6	\$1,207.38	\$603.69	\$905.54	3	\$32,599
		Sunday					\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43	\$200.14	65	\$156,107
		2	\$533.70	\$266.85	\$400.28	55	\$264,182
		3	\$800.55	\$400.28	\$600.41	31	\$223,353
		4	\$1,067.40	\$533.70	\$800.55	9	\$86,459
		5	\$1,334.25	\$667.13	\$1,000.69	4	\$48,033
		6	\$1,601.10	\$800.55	\$1,200.83	15	\$216,149
		Sunday					\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24	\$249.35	0	\$0
		2	\$664.94	\$332.47	\$498.71	0	\$0
		3	\$997.41	\$498.71	\$748.06	0	\$0
		4	\$1,329.88	\$664.94	\$997.41	0	\$0
		5	\$1,662.35	\$831.18	\$1,246.76	0	\$0
		6	\$1,994.82	\$997.41	\$1,496.12	0	\$0
		Sunday					\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05	\$298.57	10	\$35,828
		2	\$796.18	\$398.09	\$597.14	2	\$14,331
		3	\$1,194.27	\$597.14	\$895.70	1	\$10,748
		4	\$1,592.36	\$796.18	\$1,194.27		\$0
		5	\$1,990.45	\$995.23	\$1,492.84		\$0
		6	\$2,388.54	\$1,194.27	\$1,791.41		\$0
	Estimated Recycling Bin Revenue for Rate Period One						
Rates for Regularly Scheduled Organics Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)		Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	-gal Cart	1		NA	\$29.01	869	\$302,516
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0

Form 7

		6		NA			\$0
Organic Materials	96-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46	\$58.08	108	\$75,272
		2	\$154.88	\$92.93	\$116.16	2	\$2,788
		3	\$232.32	\$139.39	\$174.24	5	\$10,454
		4	\$309.76	\$185.86	\$232.32		\$0
		5	\$387.20	\$232.32	\$290.40		\$0
		6	\$464.64	\$278.78	\$348.48		\$0
		Sunday					\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91	\$79.89	3	\$2,876
		2	\$213.04	\$127.82	\$159.78		\$0
		3	\$319.56	\$191.74	\$239.67		\$0
		4	\$426.08	\$255.65	\$319.56		\$0
		5	\$532.60	\$319.56	\$399.45		\$0
		6	\$639.12	\$383.47	\$479.34		\$0
		Sunday					\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36	\$101.70	16	\$19,526
		2	\$271.20	\$162.72	\$203.40	3	\$7,322
		3	\$406.80	\$244.08	\$305.10	1	\$3,661
		4	\$542.40	\$325.44	\$406.80	0	\$0
		5	\$678.00	\$406.80	\$508.50	2	\$12,204
		6	\$813.60	\$488.16	\$610.20		\$0
		Sunday					\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74	\$150.92	2	\$3,622
		2	\$402.46	\$241.48	\$301.85	2	\$7,244
		3	\$603.69	\$362.21	\$452.77		\$0
		4	\$804.92	\$482.95	\$603.69		\$0
		5	\$1,006.15	\$603.69	\$754.61		\$0
		6	\$1,207.38	\$724.43	\$905.54		\$0
		Sunday					\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11	\$200.14	1	\$2,402
		2	\$533.70	\$320.22	\$400.28		\$0
		3	\$800.55	\$480.33	\$600.41		\$0
		4	\$1,067.40	\$640.44	\$800.55		\$0
		5	\$1,334.25	\$800.55	\$1,000.69		\$0
		6	\$1,601.10	\$960.66	\$1,200.83		\$0
		Sunday					\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48	\$249.35		\$0
		2	\$664.94	\$398.96	\$498.71		\$0
		3	\$997.41	\$598.45	\$748.06		\$0
		4	\$1,329.88	\$797.93	\$997.41		\$0
		5	\$1,662.35	\$997.41	\$1,246.76		\$0
		6	\$1,994.82	\$1,196.89	\$1,496.12		\$0
		Sunday					\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85	\$298.57		\$0
		2	\$796.18	\$477.71	\$597.14		\$0
		3	\$1,194.27	\$716.56	\$895.70		\$0
		4	\$1,592.36	\$955.42	\$1,194.27		\$0
		5	\$1,990.45	\$1,194.27	\$1,492.84		\$0
		6	\$2,388.54	\$1,433.12	\$1,791.41		\$0
Estimated Organics Bin Revenue for Rate Period One							\$449,888
Rates for Miscellaneous Services (Per Occurrence)							
Rate Period One August 1, 2025 through July 31, 2026							
Average # of							
		Service Frequency			Service	Estimated Rate	
Type of Service	Container Size	(Pick-Ups/Week)	Current Rate	Proposed	Instances per	Period One	
				Maximum Rate	Month	Revenues	
Extra Pickups	96-gal cart	Per-Occurrence		\$13.50	1		\$162
		Rate					
	1 cubic yard container	Per-Occurrence					
		Rate					
	1.5 cubic yard container	Per-Occurrence					
		Rate					
	2 cubic yard container	Per-Occurrence					
		Rate					
Extra Bin Delivery	3 cubic yard container	Per-Occurrence		\$81.00	4		\$3,888
		Rate					
	4 cubic yard container	Per-Occurrence					
		Rate					
	5 cubic yard container	Per-Occurrence					
		Rate					
	6 cubic yard container	Per-Occurrence					
		Rate					
Extra Cart Delivery	1-6 cubic yards	Per-Occurrence		\$100.00	1		\$1,200
	Rate						
32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence		\$50.00	1		\$600	
		Rate					
Estimated Miscellaneous Service Revenue for Rate Period One							\$12,168

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jon Vander Ark, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Republic Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JON VANDER ARK

Jon Vander Ark

President and Chief Executive Officer
(Principal Executive Officer)

Date: October 29, 2024

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian DelGhiaccio, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Republic Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ BRIAN DELGHIACCIO

Brian DelGhiaccio
Executive Vice President,
Chief Financial Officer
(Principal Financial Officer)

Date: October 29, 2024

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Republic Services, Inc. (the Company) for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jon Vander Ark, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JON VANDER ARK

Jon Vander Ark
President and Chief Executive Officer
(Principal Executive Officer)

Date: October 29, 2024

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Republic Services, Inc. (the Company) for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Brian DelGhiaccio, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ BRIAN DELGHIACCIO

Brian DelGhiaccio
Executive Vice President,
Chief Financial Officer
(Principal Financial Officer)

Date: October 29, 2024

Sustainability in Action

Republic Services Compliance Matrix Clarifications

5.4.6 – A statement by the chief financial officer of your firm that there has been no material adverse change in such condition or operations from that reflected in the submitted balance sheet and income statements since the date on which they were prepared.

In a good faith effort to abide by this requirement, we have attached signature pages from our Chief Executive Officer and Chief Financial Officer on our 10-Q report dated October 29, 2024. This submission has been used to satisfy similar requirements in other RFPs and attests to the factual realities of our financial statements. The signature pages attest to the factual nature of the financial information.

Our 10-Q report, and financial statements, can be found here: [0001060391-24-000324 | 10-Q | Republic Services, Inc.](#)

Recyclable Materials Collection of Single-Family, Multi-Family, Commercial Customers, City facilities, and Special Events

5.5.1.1 Standard crew size.

For recycling: 6.8 regular cart drivers, 1.5 substitute cart drivers, 2.6 regular bin drivers, .5 substitute bin driver, .3 cleaning/exchange person (shared with organic routes).

5.5.1.4 Number, types, sizes, and manufacturer's specifications of Containers to be utilized.

Commercial Cart

- 95 Gallon Bar Cart with 10" plastic Wheels, blue lid & body, Schaefer, \$52.36 per unit. Currently, unknown quantity as Republic will need to discuss with businesses to right-size them for service levels. Likely less than 100 at new agreement term.
- 30GL Carts - \$41 per cart

Bins

- 1-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body, \$670 per unit.
- 1.5 yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body, \$733 per unit.
- 2-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body, \$796 per unit.
- 3-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body \$896 per unit.
- 4-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body \$1032 per unit.
- 6-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, blue lid and body \$1238 per unit.

Quantity: Republic will be refurbishing or exchanging all commercial/multi-family recycling containers that are currently in use. Additionally, there are these types of accounts that do not have established recycling and/or organics service or do not receive the appropriate level of service that will need to be increased. At this time, we cannot give an exact number due to the need for established contact and right-sizing. However, Republic is committing to not asking for any rate increase or adjustment if more containers are needed than previously anticipated during the roll-out period of the new agreement.

5.5.3.3 Describe how proposer will respond to severe market demand and pricing fluctuations, which should address emergency storage of Recyclable Materials.

The Newby Recyclery has and will continue to respond to severe market conditions by focusing on sustainability and not holding commodities based on pricing fluctuations. The facility, backed by our company's investment, looks at sales of materials over a long-term period enduring headwinds during changing market conditions. The strategy of the facility is to move commodities on a first-in, first-out inventory management system. This allows the facility to provide material circularity in the recycling industry. The facility has had to hold inventory in the past when there is no access to the ports or overseas markets but these instances are isolated from price fluctuations and based solely on access to end markets.

The facility has capacity to store recyclable materials because the facility is integrated on 342 acres with a Recyclery, a Landfill, Hauling Facility with sufficient storage real estate to endure emergency situations.

Organic Materials Collection

5.5.4.8 Types, costs, number, and manufacturer's specifications of Containers to be utilized.

Commercial Cart

- 95 Gallon Bar Cart with 10" plastic Wheels, green lid & body, Schaefer, \$52.36 per unit. Currently, unknown quantity as Republic will need to discuss with businesses to right-size them for service levels. Likely less than 100 at new agreement term.
- 65 Gallon Bar Cart with 10" plastic Wheels, green lid & body, Schaefer, \$46 per unit. Currently, unknown quantity as Republic will need to discuss with businesses to right-size them for service levels. Likely less than 100 at new agreement term.
- 30 Gallon Bar Cart with 10" in plastic wheels, green lid & body Schaefer, \$41 per unit. Currently, unknown quantity as Republic will need to discuss with businesses to right-size them for service levels. Likely less than 100 at new agreement term

Bins

- 1-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body, \$670 per unit.
- 1.5 yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body, \$733 per unit.
- 2-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body, \$796 per unit.
- 3-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body \$896 per unit.
- 4-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body \$1032 per unit.

Sustainability in Action

- 6-yard pitch top, bottom/smooth front, plastic lid, pull handles, commercial dumpster, Confab, green lid and body \$1238 per unit.

Quantity: Republic will be refurbishing or exchanging all commercial/multi-family recycling containers that are currently in use. Additionally, there are these types of accounts that do not have established recycling and/or organics service or do not receive the appropriate level of service that will need to be increased. At this time, we cannot give an exact number due to the need for established contact and right-sizing. However, Republic is committing to not asking for any rate increase or adjustment if more containers are needed than previously anticipated during the roll-out period of the new agreement.

5.5.4.9 Standard crew size.

For organics: 5.2 regular cart drivers, 1.5 substitute cart drivers, 1.5 regular bin drivers, .5 substitute bin driver, .3 cleaning/exchange person (shared with organic routes).

5.5.12.12 Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis.

Republic is proposing an annual public education budget of \$200,000 (abiding by the requirements of Exhibit C of the Draft Agreement).



CITY *of* **CLOVIS**

AGENDA ITEM NO. 13.

City of Clovis
Request for Proposals for
Recyclable and Organic Materials
Collection, Processing, and Marketing

October 16, 2024

ATTACHMENT 6

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CITY OF CLOVIS REQUEST FOR PROPOSALS FOR

Recyclable and Organic Materials Collection, Processing, and Marketing Services

Proposal Information: The City of Clovis (City) is requesting proposals for the Collection, Processing, and marketing of Recyclable Materials and Organic Materials. The Request for Proposal (RFP) package and all associated materials are solely available on the designated website listed below.

Obtaining Access to the RFP Package: The full content of the RFP is available free of charge from the vendor portal of PlanetBids, Inc., which is accessible on the City of Clovis website. If addenda are necessary, they will be posted onto PlanetBids, Inc. as well. Proposers can also request to be added to the RFP distribution list by sending an email to Sarai Yanovsky at saraiy@clovisca.gov.

Proposer Questions and City Responses: All proposer questions must be submitted in writing via email to Sarai Yanovsky at saraiy@clovisca.gov. Proposer questions and City responses will be issued as addenda without identifying the party submitting the question.

Receiving RFP Package Addenda and Other Updates: Individuals on the RFP distribution list (that have provided complete and accurate contact information) will receive email notification of the issuance of addenda or of any other updates to the RFP package. All relevant documents will be posted to, and will be solely available on, the website listed above.

Pre-Proposal Meeting: All potential proposers are encouraged to attend the optional virtual pre-proposal meeting on October 23, 2024 from 10:00 - 11:00 a.m. The City may accept proposals received from proposers that do not attend the pre-proposal meeting.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 232 974 339 213

Passcode: hFjGzW

Dial in by phone

[+1 323-618-1503,,20013556#](#) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 200 135 56#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Proposal Due Date and Submittal: All proposals must be received by 2:00 p.m. on November 13, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk
City of Clovis
1033 Fifth St
Clovis, CA 93612

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RFP for Collection and Processing Services

ATTACHMENTS

- A. Draft Service Agreement for Collection, Processing, and Marketing Services
- B. Financial Proposal Forms
- C. Anti-Collusion Affidavit
- D. Route Map
- E. Secretary's Certificate
- F. City Facility and Event Locations and Service Levels
- G. Iran Contracting Act Certification
- H. Worker's Compensation Certificate
- I. Drug Free Workplace Certification

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SECTION 1: INTRODUCTION

The City of Clovis (City) is seeking proposals from qualified candidates to provide Source Separated Recyclable Materials and Source Separated Organic Materials (including Yard Trimmings, Food Scraps, and Food-Soiled Paper) Collection, Processing, and marketing services to the City's Single- and Multi-Family Residential Customers, Commercial Customers, City facilities, and special events. Currently, Republic Services (Incumbent Service Provider) provides Collection, Processing, and marketing services to the City through a contracted services agreement with the City (Current Agreement). The Current Agreement will expire on July 31, 2025, and may be extended at the City's sole option for up to an additional three years. The Term of the new agreement awarded through this process (New Agreement) will commence on August 1, 2025, or later if additional time is required to procure equipment, and will continue for ten years, ending July 31, 2035. At the City's sole option, the New Agreement may also be extended for up to three years on a month-to-month basis.

Through this Request for Proposals (RFP), the City is looking for a service provider who can deliver high quality and reliable service, maintain competitive Rates, and support the City's compliance with Applicable Law. This RFP document contains the following: the goals and objectives of the City; an overview of this RFP; a description of the RFP's organization; the RFP schedule; and, a list of readily available background information.

Note that many terms used in this RFP are defined in Exhibit A of the draft services agreement (Draft Services Agreement), which is presented as Attachment A hereto. These terms are capitalized throughout this document.

1.1 City's Goals and Objectives

The City is requesting proposals from companies that have demonstrated experience providing Collection, Processing, and marketing services for Recyclable Materials and Organic Materials comparable to those described in this RFP, under a franchise or service agreement with a community comparable to, or larger, than the City. The City seeks a Contractor(s) who has demonstrated its ability to deliver exemplary Customer service and places a high priority on providing cost-effective, high-Diversion services to all Customers and City facilities.

The City's goals and objectives for Collection, Processing, and marketing services are as follows:

- Provide exceptional, courteous, timely, responsive, and high-quality services to City Customers, with a Customer-focused philosophy.
- Minimize the landfill Disposal of Recyclable Materials and Organic Materials.
- Ensure that the City and its residents and businesses achieve or exceed compliance with Applicable Law, including but not limited to AB 939, AB 341, AB 1826, SB 1383, and all current and future related regulations.
- Support the State's goal of resource conservation, which prioritizes management of Discarded Materials using the following hierarchy: waste reduction, reuse, Recycling, Composting, and Disposal.

RFP for Collection and Processing Services

- Provide exceptional service to Customers at reasonable Rates that are effectively managed to maximize Rate stability.
- Minimize environmental impacts of the Collection and Processing operations.
- Expand and enhance the opportunities for Residential and Commercial Customers in the City to Divert Recyclable Materials and Organic Materials from landfill Disposal.
- Engage a Contractor that cooperatively delivers exceptional service to Customers and the City and collaborates with the City to allow programs to evolve over time.
- Engage a Contractor that is a strong community citizen (e.g., participation in community events and organizations).
- Engage a Contractor that will maintain complete and accurate records as well as provide complete and timely reporting to the City.

1.2 RFP Overview

The procurement process involves soliciting and evaluating proposals, choosing the selected proposer, executing a New Agreement with the selected proposer, and establishing an implementation period leading to commencement of services on August 1, 2025 (or later as negotiated through the selection process).

The City wishes to receive proposals from companies that have demonstrated experience in safely and reliably providing services comparable to those described in this RFP (Section 3) and the Draft Services Agreement (Attachment A).

1.3 Organization of RFP

This RFP is organized into six sections as follows:

Section 1 provides a brief introduction to the RFP.

Section 2 provides background information on the City, including current service arrangements.

Section 3 presents the scope of requested Collection and Processing services.

Section 4 provides the RFP policies, conditions, and submittal process.

Section 5 describes proposal submittal requirements.

Section 6 outlines the proposal evaluation process and criteria by which the proposals will be evaluated.

The attachments include the Draft Services Agreement, financial proposal forms, anti-collusion affidavit, Secretary's certificate, City facility and special event lists, as well as current route maps and route data.

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.4.3.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	October 16, 2024
Virtual pre-proposal meeting	October 23, 2024 at 10:00 a.m.
Deadline to submit written questions	October 30, 2024 at 4:00 p.m.
City issues response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum, if necessary	November 6, 2024
Proposers submit proposals	November 13, 2024 at 2:00 p.m.
City conducts interviews and negotiations with one or more proposers	November 2024
Recommendation of selected proposer to City Council	December 2024
Contract executed	December 2024
Selected Contractor begins providing service	August 1, 2025

* Note that the City may modify this process and/or schedule to best meet the needs of the City.

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SECTION 2: BACKGROUND

Although the information presented in this section was obtained from what are considered by the City to be reliable sources, it is presented for informational purposes only. The proposer, by submission of their proposal in response to this RFP, agrees to indemnify and hold the City harmless from any claims of damages incurred by the proposer for its reliance on any data provided by the City in this RFP process. Each proposer should take whatever steps it believes are necessary to reasonably determine the actual service requirements of the City and understand service conditions in the City when preparing its proposal.

2.1 Readily Available Background Information

Below is a list of readily available sources that provide background information on the City. Additional background information is provided in Section 2, in the RFP attachments, and on the RFP website.

Figure 2: Readily Available Background Information

Resource	Relevant Content	Location
RFP Website	• Current Services Agreement • Draft Services Agreement • Proposal Forms • Current Rates	https://cityofclovis.com/public-utilities/
City Website	• General information • Solid Waste & Recycling Services • General Plan • Municipal Code	https://cityofclovis.com/ https://cityofclovis.com/public-utilities/recycling-and-refuse/toter-information/ https://cityofclovis.com/planning-and-development/planning/master-plans/general-plan/ https://www.codepublishing.com/CA/Clovis/

2.2 Description of Service Area

Located in Fresno County, the City is approximately 23 mi² and has a population of approximately 126,133 (per CA Dept of Finance). The City has approximately 1,216 Commercial businesses.

Figure 3: Household Data

Single Homes	Two to Four Units	Five Plus	Mobile Homes
36,005	3,619	6,686	938

Source: CA Department of Finance Table E-5 City/County Population and Housing Estimates 1/1/2024.

2.3 Description of Current Services

The City currently provides Solid Waste Collection services. The City's Incumbent Service Provider is contracted to provide Source Separated Recyclable Materials and Organic Materials Collection, Processing, and marketing services. The Incumbent Service Provider provides services to Single- and Multi-Family Dwellings under contract with the City, while Commercial businesses are provided services upon request. The Incumbent Service Provider also provides services to City facilities and special events at no charge to the City (see Draft Service Agreement Exhibit B5 for a list of Service Levels and locations).

The Incumbent Service Provider provides additional ancillary services to all Residential Customers (Single- and Multi-Family) including the Collection of Used Motor Oil and Filters, holiday trees (Curbside), batteries, and cellphones. Sharps Waste Containers and mailing kits are also provided upon Customer request. They are also contracted to provide all Customer services related to the Current Agreement. This includes a Customer service call center, electronic communications, and web-based Customer interactions.

The City provides Containers to Residential Customers who receive individual service per Dwelling Unit. The Incumbent Service Provider provides Collection Containers in new, like-new, or refurbished condition for all Commercial Customers as well as Multi-Family Customers with centralized Collection service. The City charges the Incumbent Service Provider for replacement of all lost City-provided Recyclable Materials and Organic Materials Carts.

Under the Current Agreement, the Incumbent Service Provider arranges for the Processing and marketing of all Recyclable Materials and Organic Materials. Any facilities used for Processing materials from the City shall be approved in advance by the City's Contract Manager.

2.4 Current Service Data

2.4.1 Account and Tonnage Data

Figure 4 below summarizes Customer account data for calendar years 2021-2023, as reported by the Incumbent Service Provider and the City. Figure 5 below summarizes recent historical Tonnage of Recyclable Materials and Organic Materials Collected in the City (reported by the Incumbent Service Provider) as well as Solid Waste Tonnage Collected by the City. As stated in the beginning of this section, the City believes this information to be reasonable but does not warrant or accept responsibility for its accuracy. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information and development of any supplemental information necessary for it to submit a response to this RFP.

Figure 4: Accounts by Customer Type
(Source: City Records and Republic Reports to City)

As of December, of each year	2021	2022	2023
Residential (Carts)			
Recyclable Materials	33,483	33,923	34,316
Organic Materials	33,760	34,195	34,607
Commercial / Multi-Family (Bins)			
Landfill	1,442	1,463	1,480
Recyclable Materials	746	659	654
Organic Materials	1,045	1,202	903

Figure 5: Annual Materials Collected by Calendar Year
(Source: City Records and Republic Annual Reports to City)

	2021	2022	2023
Recyclable Materials (Tons)			
Residential (Carts)	10,399.34	9,762.29	8,978.16
Multi-Family / Commercial (Bins)	2,483.13	2,517.03	2,435.50
Organic Materials (Tons)			
Residential (Carts)	19,502.92	19,064.10	19,242.20
Multi-Family / Commercial (Bins)	142.24	60.84	17.99
Landfill (Tons)			
Residential (Carts)	33,431	32,272	25,340
Multi-Family / Commercial Total	23,117	23,208	20,721
Oil (gallons)	2,595	4,415	3,925

2.4.2 Recyclable Materials Collection

Residential Recyclable Materials program consists of weekly Curbside Collection of Source Separated Recyclable Materials from 96-gallon Carts. For Commercial Customers, Recyclable Materials Collection is provided at a frequency requested by the Customer using 1-6 cubic yard company-supplied Bins.

2.4.3 Organic Materials Collection

Residential Organic Materials program consists of weekly Curbside Collection of Source Separated Organic Materials from 96-gallon Carts. For Commercial Customers, Organic Materials Collection is provided at a frequency requested by the Customer using 1-6 cubic yard company-supplied Bins. The current Organic Materials program Collects Food Scraps, Food-Soiled Paper, Yard Trimmings (grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees), and small pieces of unpainted and untreated wood.

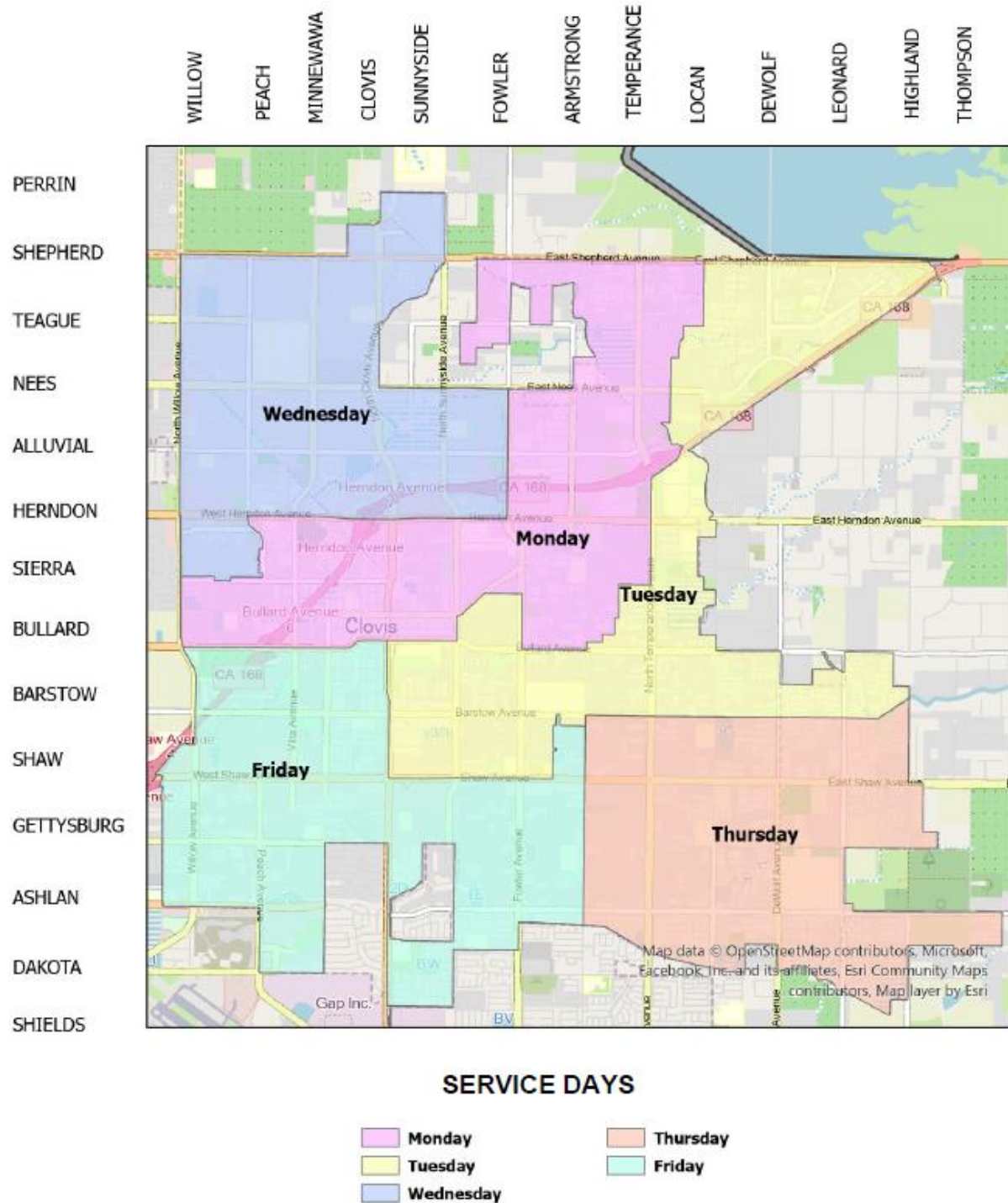
2.4.4 Routes

Figure 6 below provides an overview of routing for Single-Family Solid Waste Collection provided by the City. See Attachment D for detailed routing information for all Residential and Commercial accounts.

RFP for Collection and Processing Services

Figure 6: Days of Residential Cart Service

(Source: City Data)



Recyclable Materials and Organic Materials Collection will occur on the same day as City provided Solid Waste Collection for all Residential Customers at the beginning of the New Agreement.

2.4.5 Household Hazardous Waste Management

Household Hazardous Waste (HHW) management programs are operated by Fresno County. However, Collection of cellphones, batteries, sharps, and oil are performed by the Incumbent Service Provider.

2.4.6 Billing Process

Both the City and Incumbent Service Provider are responsible for billing. Specifically, the City provides billing services to all Residential Customers (Single- and Multi-Family) for all streams as well as Commercial Customers for Solid Waste service. The Incumbent Service Provider bills Commercial Customers monthly in arrears for Recyclable Materials and Organic Materials Collection as well as any ancillary services. Collection of delinquent accounts is the sole responsibility of the Incumbent Service Provider.

2.5 Historical Operating Information

Figure 7 below summarizes the number of Collection Vehicles utilized by the Incumbent Service Provider. As Recyclable Materials and Organic Materials Collection service has not been fully implemented for Commercial and Multi-Family Customers, this information is provided for informational purposes only. Figure 8 below summarizes the number of Collection Vehicles utilized by the City to provide Solid Waste Collection service. It is the responsibility of each proposer, at its sole discretion and cost, to make any assumptions necessary using this information for it to submit a response to this RFP.

Figure 7: Inventory of Recyclable and Organic Materials Collection Vehicles

(Source: Incumbent Service Provider Records)

Type of Vehicle	Total Collection Vehicles
Automated Side Loader	11
Front End Loader	3
Total	14
Residential Recycling	6
Residential Organics	5
Commercial Recycling	2
Commercial Organics	1

Figure 8: Inventory of Solid Waste Collection Vehicles

(Source: City Records)

Type of Vehicle	Total Collection Vehicles
Automated Side Loader	9
Front End Loader	6
Total	15

2.6 Current Compensation Rates

2.6.1 Residential Compensation Rates

The current compensation rate for Recyclable Materials services paid to the Incumbent Service Provider is \$4.03 per Cart per month for Single- and Multi-Family Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Recyclable Materials services paid to the Incumbent Service Provider is \$2.11 per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a 12-unit apartment complex has centralized Bin or Cart Collection, City pays $\$2.11 \times 12 = \25.32 per month).

The current compensation rate for Organic Materials services paid to the Incumbent Service Provider is \$5.62 per Cart per month for Single- and Multi-Family Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Organic Materials services paid to the Incumbent Service Provider is \$5.67 per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a 12-unit apartment complex has centralized Bin or Cart Collection, City pays $\$5.67 \times 12 = \68.04 per month).

Historical compensation paid from the City to the Incumbent Service Provider, per fiscal year, is detailed in Figure 9 below.

Figure 9: Historical Residential Compensation Rates

(Source: City Records)

PERIOD	MONTHLY PER CART RATE	
	RECYCLING	ORGANICS
2024/2025	4.03	5.62
2023/2024	3.91	5.46
2022/2023	3.76	5.25
2021/2022	3.62	5.05
2020/2021	3.58	4.99
2019/2020	3.51	4.89
2018/2019	3.43	4.78
2017/2018	3.36	4.69
2016/2017	3.33	4.64
2015/2016	3.32	4.62

2.6.2 Bin Rates

The Incumbent Service Provider's Rates for Recyclable Materials and Organic Materials Bin service are currently charged as a percent of the Solid Waste Collection Rate. The Incumbent Service Provider charges 60% of the Solid Waste Rate for Organic Materials Collection and 50% of the Solid Waste Rate for Recyclable Materials Collection. The current monthly Bin Rate for Solid Waste Collection is \$77.44 per cubic yard per week.

2.6.3 Revenue Sharing

The Current Agreement requires the Incumbent Service Provider to share revenue generated from the marketing and sale of Recyclable Materials Collected within the City. The current rebate is \$17.01 per Ton for Recyclable Materials Collected from Residential and Commercial Customers. Historical monthly revenue payments from 2015 to 2024 are shown in Figure 10 below.

Figure 10: Historical Revenue Share Payments

REVENUE SHARE PAYMENTS	
Date	Payment Amount
2023/2024	\$119,922
2022/2023	\$125,419
2021/2022	\$131,510
2020/2021	\$15,141
2019/2020	\$34,557
2018/2019	\$77,401
2017/2018	\$317,297
2016/2017	\$170,076
2015/2016	\$199,220

SECTION 3: SCOPE OF REQUESTED SERVICES

This section provides a description of the Collection and Processing services solicited through this RFP.

The City is requesting proposals for Collection, Processing, and marketing of Source Separated Recyclable Materials and Organic Materials (including Yard Trimmings and Food Waste). The New Agreement will commence August 1, 2025, and continue for a period of ten years (unless an alternate Commencement Date is negotiated through the RFP process). At the City's sole option, the New Agreement may be extended for a period of up to three years on a month-to-month basis. The Collection, Processing, and marketing services proposal shall include all required elements, as described in Section 5.

The Draft Services Agreement presents all of the City's desired contract terms and conditions including a complete description of the Collection, Processing, and marketing services requested. It also describes Contractor's Compensation and Rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions. If there are differences between the summary of Collection, Processing, and marketing services described in this RFP and the Draft Services Agreement, the terms and conditions in the Draft Services Agreement shall prevail.

3.1 General Collection Service Operating Requirements

The selected proposer shall have the exclusive right to Collect Residential and Commercial Recyclable Materials and Organic Materials subject to the limitations described in Section 1.2 of the Draft Services Agreement. Under the terms of the Draft Services Agreement, the Contractor will be required to Transport and deliver all Discarded Materials to Approved Facilities.

The selected proposer shall be responsible for Collection, Processing, and marketing of Recyclable Materials as described in the Draft Services Agreement. The selected proposer may use its own Processing site(s) or a Subcontractor's Processing site(s).

Each proposer shall develop its proposal reflecting its plan to utilize Collection vehicles and Containers in great condition as further described in Section 5.5 and 5.6 of the Draft Services Agreement.

3.1.1 Coordination with City Routes

The selected proposer shall be required to schedule Recyclable Materials and Organic Materials Collection for Residential Cart Customers on the same day that the Customers receive Solid Waste Collection from the City, such that each Residential Customer's Solid Waste, Recyclable Materials, and Organic Materials will all be Collected on the same day each week. This will require coordination of the contractor in developing a routing strategy.

3.1.2 Holiday Collection

In accordance with the City's Solid Waste Collection schedule, the selected proposer shall Collect Recyclable Materials and Organic Materials as scheduled on all holidays that fall on a day of service (if

a holiday falls on a weekday, regular Collection shall occur on the holiday and shall not be made-up the

following day).

3.1.3 Collection Standards

Please see the Draft Services Agreement for additional operational standards such as noise level, vehicle, Container, personnel, and emergency service requirements.

3.2 Recyclable Materials and Organic Materials Services

3.2.1 Residential Customers

Residential Customers including Single-Family, mobile homes, and Multi-Family accounts (with centralized or individual service) shall receive:

- A. **Recyclable Materials Services.** For Residential Customers (with individual service), weekly Curbside Recyclable Materials Collection using City-provided 96-gallon Carts, on the same day as Solid Waste and Organic Materials Collection. For Multi-Family Customers (centralized Collection), Collection shall be provided in Contractor-provided 96-gallon Carts or 1-6 cubic yard Bins at a frequency agreed upon between the Customer and the Contractor. 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, gable-top beverage containers, 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, and 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 and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. 1-7), 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 when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.
- B. **Organic Materials Services.** For Residential Customers (with individual service), weekly Curbside Organic Materials Collection using City-provided 96-gallon Carts on the same day as Solid Waste and Recyclable Materials Collection. For Multi-Family Customers (centralized Collection), Collection shall be provided in Contractor-provided 96-gallon Carts or 1-6 cubic yard Bins at a frequency agreed upon between the Customer and the Contractor. Proposers may propose the use of reduced volume Carts (i.e., 32-, 48-, 64-gallons) for Organic Materials Collection in the cost forms. Organic Materials means Yard Trimmings and Food Waste, individually or collectively as defined in the Draft Services Agreement. The City asks that proposers identify if plastic and/or Compostable Plastic bags will be accepted for Organic Materials Collection. If so, proposers shall state the difference in Processing costs for (un)bagged Organic Materials, if any.
- C. **Holiday Tree Collection.** Curbside Collection of holiday trees for 14 Calendar Days beginning December 26, free of any additional charge.
- D. **Used Motor Oil and Filter Collection Program.** The selected proposer shall Collect Used Motor Oil and Filters placed Curbside for Collection (maximum of 2.5 gallons per Dwelling Unit per week).

- E. **Sharps Collection Program.** The selected proposer shall provide Customers with Sharps Collection or mail-back service, upon request. Such service shall include providing detailed instructions for participation in the Sharps program. Customers using the Sharps program will receive one Sharps Waste Container/mailing kit per calendar year at no additional charge. Additional Sharps Waste Containers/mailing kits will be available for a fee.
- F. **Battery and Cellphone Collection Program.** The selected proposer shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags placed on top of Recyclable Materials Carts or as coordinated with the property manager or Owner at Multi-Family properties as described in the Draft Services Agreement.

3.2.2 Commercial Customers

Commercial Customers shall receive Recyclable Materials and Organic Materials Collection services including at a minimum the same materials as the Residential program listed above in Sections 3.2.1 A and B as scheduled with the Customer.

The selected proposer shall provide each Commercial Customer with Bins with capacities ranging from 1-6 cubic yards (or similar sizes) or Carts (96-gallons) for both Recyclable Materials and Organic Materials Collection, as requested by Customers. Proposers may propose the use of reduced volume Carts (32-, 48-, 64-gallons) for Organic Materials Collection in the cost forms. Proposers may suggest limited Bin sizes if operationally required. Collection shall be performed at a time and location that is mutually agreed upon by the selected proposer and the Customer or Owner of the property. Collection frequency will be at least once per week but may be more frequent upon Customer request in order to accommodate the need for high volume and food generating businesses.

Recyclable Materials and Organic Materials services for Commercial Customers shall be provided and billed by the selected proposer, at a Rate to be determined during this RFP process. Recyclable Materials and Organic Materials Rates shall be set at no greater than 60% of the Solid Waste Rate for similar service (e.g., 2-yard Recyclable Materials Bin service Rate shall be no greater than 60% of the 2-yard Solid Waste Bin Rate). Solid Waste Collection service is currently \$77.44 per cubic yard per week.

3.2.3 Containers

Collection Containers shall be in new, like-new, or refurbished condition with SB 1383-compliant labels and Contractor contact information for all Commercial Customers at the commencement of the New Agreement (Carts shall contain in-mold or hot stamped labels). Container colors shall also be SB 1383 compliant. The selected proposer will be responsible for distribution, repair, and maintenance of all Collection Containers it provides. The City will charge the future Contractor for replacement of all lost City-provided Recyclable Materials and Organic Materials Carts.

3.2.4 City Facilities and Special Events

The selected proposer shall Collect Recyclable Materials and Organic Materials from City facilities and up to 20 special events in the same manner as those services are provided to Commercial Customers at no cost to the City or events. The selected proposer shall provide service to all existing City facilities as well as any future facilities owned and operated by the City. A list of existing City facility locations with current Service Levels and a list of special events (up to 20 annually) is included as Attachment F. City facility

locations and special events are subject to change at the City's discretion but in no case are special events to exceed 20 events per year. The selected proposer shall provide Recyclable Materials and Organic Materials Collection services to all identified City facilities in Attachment F unless an exemption is determined and approved by the City. The selected proposer will also provide additional services to events as outlined in the Draft Services Agreement (Section 4.5).

3.2.5 Optional Services

The City requests that proposers include cost estimates for the following optional services in their proposals. These services may not be part of the final New Agreement; however, all proposers are required to provide additional costs for including these optional services so the City may determine if they are beneficial to providing. These requirements are described in the Draft Services Agreement (Exhibit B).

- A. **Multi-Family Food Pails.** As the City and selected proposer implement Residential Food Scraps Recycling, the City is interested in providing support to make the program more convenient to Customers. The City will be providing Food Scrap pails to Single-Family Customers for this purpose and would potentially like the selected proposer to provide one countertop Food Scrap pail to each Multi-Family Dwelling Unit during implementation. Proposers may propose Rates for additional or replacement kitchen pails.
- B. **Commercial Container Cleaning and/or Exchange.** The City is interested in maintaining cleanliness and providing excellent service. Proposers shall describe a program that would allow Commercial Customers to either exchange their existing Containers for clean ones or request Container cleaning services once per year. This may be included in the proposed Rates or offered as a stand-alone service. If included in the proposed Rates, proposers may propose Rates for Container cleaning or exchange services in excess of once per year.

3.3 Customer Billing, Revenue Sharing, and City Administration Fee

3.3.1 Customer Billing

Both the City and selected proposer will be responsible for billing. Specifically, the City provides billing services to all Residential Customers (Single- and Multi-Family) for all streams as well as Commercial Customers for Solid Waste service. The selected proposer will bill Commercial Customers monthly in arrears for Recyclable Materials and Organic Materials Collection as well as any ancillary services. Collection of delinquent accounts is the sole responsibility of the selected proposer.

3.3.2 Revenue Sharing

The New Agreement requires the selected proposer to share revenue generated from the marketing and sale of Recyclable Materials with the City. The current rebate is \$17.01 per Ton for Recyclable Materials Collected from Residential and Commercial Customers.

3.3.3 AB939/SB 1383 Fee

The New Agreement requires the selected proposer to pay a AB939/SB 1383 fee, which is equal to 5% of Gross Receipts for Commercial Customers and shall be paid in monthly installments.

3.4 Labor Policy

3.4.1 Employee Retention

The City is aware of AB 1669 regarding bidding preferences for companies proposing to hire the displaced employees of the Incumbent Service Provider. As described in Section 3.4.1, the City will be requiring all proposers to make such offers of employment. Therefore, no preference will be awarded based on this condition.

The City is seeking the following employment conditions for the selected Contractor:

1. The City's future Contractor shall offer employment under the New Agreement to existing employees working under the Current Agreement who become unemployed by reason of the change in Contractors. However, the future Contractor shall not be obligated to offer employment to more existing employees than the future Contractor needs to perform the services required under the New Agreement and the future Contractor shall not be obligated to offer employment to existing employees that are not working prior to the Commencement Date due to a leave of absence related to disability or workers' compensation claim. Additionally, the Contractor shall not be obligated to displace any of its current employees or modify its current job performance requirements or employee selection standards. Additional employees, if needed, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement with the current Solid Waste Collection Contractor. This requirement, however, shall not be applicable to management or supervisory personnel.
2. Wages and benefits applicable to employees performing work under the New Agreement shall be commensurate with current compensation or in accordance with existing agreements with represented labor groups.
3. The Contractor may enter into agreement(s) with Subcontractors to provide services covered in the Draft Services Agreement subject to the prior written consent of the City as stated in Section 3.3 of the Draft Services Agreement. Subcontractors shall be required to comply with the obligations stated in paragraphs 1 and 2, above.
4. Labor agreements must be included as attachments to the Draft Services Agreement and future modification shall be submitted to the City.

The Incumbent Service Provider's current employment information is detailed in Figure 11 below:

Figure 11: Labor Information
(Source: Republic's Records)

Classification	# of Employees	Wage (\$/hour)	Benefit Wage (\$/hour)
Residential Recycle Driver	6	\$24.63	\$13.91
Residential Green Waste/Organics Driver	5	\$24.66	\$13.91
Substitute Drivers	3	\$24.46	\$13.91
Commercial Recycle Driver	2	\$24.96	\$13.91
Commercial Organics Driver	1	\$24.46	\$13.91
Total	17		

3.4.2 Designated Personnel and Customer Service

The New Agreement requires the future Contractor to designate several staff to oversee the administration of, and resolve issues related to, the New Agreement. The Government Liaison will be the City's primary point of contact, generally responsible for administering the New Agreement (submitting reports, attending recurring meetings, etc.). The Service Liaison will be the City's point of contact for resolving Customer service issues in a swift and timely manner. The duties of the Diversion Coordinator(s) (up to one FTE equivalent) will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Government Liaison, Service Liaison, and Diversion Coordinator(s) must be local and while they may be existing employees of the selected proposer, supporting multiple cities, proposers must state on the cost forms how much of their time will be dedicated to the City of Clovis.

The selected proposer shall maintain an office in the City where Customers can visit or call to speak directly to a Customer service representative. The in-person and telephone hours shall be from 8 a.m. to 5 p.m. Monday to Friday and shall have sufficient equipment and staff in place to be available to handle inquiries each day. Telephone equipment shall be capable of recording the responsiveness to calls.

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SECTION 4: RFP CONDITIONS AND PROPOSAL SUBMITTAL

4.1 Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend the RFP and Draft Services Agreement.
- Request additional information and/or clarification from proposers.
- Extend the deadline for submitting proposals.
- Allow for the timely correction of errors/omissions and waive minor deviations.
- Withdraw this RFP.
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications.
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies.
- Reject a proposal if it is not in the best interest of the City and its residents and businesses.
- Reject any or all proposals or portions of proposals.
- Award one Agreement for all services requested through this RFP.
- Award the New Agreement to a proposer based on a combination of its qualitative and quantitative attributes.
- Award the New Agreement to a proposer without further discussion or negotiation.
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others, and negotiate changes to the Draft Services Agreement.
- Negotiate with the selected Contractor for a later Commencement Date.
- Select the proposal(s) that might not offer the lowest cost, but in the judgment of the City, is nevertheless deemed to offer the best value for the public and the City.
- Issue subsequent RFP(s) for the same, similar, or related services at a later date.
- Solicit subsequent requests for best and final offers.
- Incorporate into the New Agreement any project or service described in response to this RFP without selecting the proposer that proposed the project or service.
- Amend the City Municipal Code or other City ordinances, standards, and procedures.
- Take any other actions the City deems are in the best interest of the City, its residents, and/or businesses.

4.2 Conflict of Interest and Prohibited Contracts

No Person performing services for the City, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest, other than employment or retention by the City, in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such Person retained by the City shall have any financial or other personal interest in any real property acquired for this list or resulting project, unless such interest is openly disclosed upon the public records of the City and such officer, employee, or Person has not participated in the acquisition of such property for or on behalf of the City.

The City shall not contract with, and shall reject, any proposal submitted by the Persons or entities specified below, unless the City Council finds that special circumstances exist that justify the approval of such a contract.

- Persons employed by the City or public agencies for which the City Council are the governing body.
- Profit-making firms or businesses in which employees described in this solicitation serve as officers, principals, partners, or major shareholders.
- Persons who, within the immediately preceding 12 months, came within the provisions this solicitation and who: (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract; or, (2) participated in any way in developing the contract or its service specifications.
- Profit-making firms or businesses in which the former employees described in this solicitation serve as officers, principals, partners, or major shareholders.
- Person who currently serve on a City Board or Commission per CMC 2.15.030.

By submitting a proposal for any services identified herein, proposer is certifying that the proposer firm has complied with the above provisions and that any ensuing contract will be valid.

4.3 General RFP Agreements

This RFP shall not be construed by any party as an agreement of any kind between the City, proposer, and other parties.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award a service agreement, or proceed with the development of any project or service described in response to this RFP. The City has no intention or obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and Draft Services Agreement, including all addenda or amendments issued by the City per the schedule provided in this RFP with the exception that proposers may take exceptions to the RFP and Draft Services Agreement in accordance with Section 5.7 of this RFP. Submittal of a proposal signifies proposer's commitment to provide the proposed services, if selected. The selected proposer shall be bound by the proposal they submitted. Proposals may not be altered after submittal, except in response to the City's request for clarification. In addition, all aspects, conditions, and components of proposals submitted shall be valid for one year from the date of submission.

RFP for Collection and Processing Services

The City shall have the right (but not the obligation) to perform a review of any, or each, proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review, as a failure to do so may result in the immediate disqualification of the proposal(s) submitted by proposers. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City may conduct reference checks on proposers that involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the City or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and Recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

The City will only enter into an agreement that will enable the City to comply with all applicable State mandates including, but not limited to: AB 939, AB 341, AB 1826, and SB 1383.

4.4 Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section 4.4 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

4.4.1 Step One – Register for Correspondence, RFP, and Announcements

If you are interested in receiving future correspondence or announcements related to the City's RFP process, please contact Sarai Yanovsky via email and request that your name be placed on the RFP distribution list. Sarai Yanovsky can be reached at saraiy@clovisca.gov. If you do not place yourself on the RFP distribution list, any future correspondence or announcements related to this RFP may not be transmitted to you.

4.4.2 Step Two – Optional Pre-Proposal Meeting

An optional pre-proposal meeting will be held virtually on October 23, 2024 from 10:00 - 11:00 a.m. The meeting link is included in this RFP package. The City may accept proposals received from proposers who do not attend the pre-proposal meeting. Proposers are encouraged to submit questions related to the RFP and Draft Services Agreement prior to the pre-proposal meeting. In addition, oral and written questions will be accepted at the pre-proposal meeting. As appropriate, preliminary oral responses to questions will be provided at the pre-proposal meeting. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses should be used for the purpose of preparing proposals. Additional questions may be submitted up to the date and time specified in Section 1.4. Written requests for clarifications will be responded to in writing and shared with all interested companies of record.

4.4.3 Step Three – Submission of Written Questions

The City directs proposers to submit all questions, requests for clarification, or requests for additional information regarding the RFP in writing to Sarai Yanovsky at saraiy@clovisca.gov by or before 4:00 p.m. on October 30.

RFP for Collection and Processing Services

Written requests for clarifications will be responded to in writing and shared with all interested companies of record on the RFP distribution list by November 6.

4.4.4 Step Four – Proposal Submittal

By submitting a proposal, all proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

The package shall be clearly labeled: PROPOSAL FOR RECYCLABLE MATERIALS AND ORGANIC MATERIALS SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

In order for a proposal to be deemed complete, proposers must mail or hand-deliver a complete proposal packet (as described in Section 5) to:

City Clerk
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Proposal packets must include:

1. Five (5) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11-inch 30% post-consumer Recycled content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).
2. A flash drive containing:
 - a. A copy of the technical proposal as a PDF formatted for the PC version of Adobe Acrobat.
 - b. A copy of all completed financial proposal forms (i.e., those provided in Attachment B of the RFP) formatted for the PC version of Microsoft Excel.
 - c. A copy of the Draft Services Agreement in track-changes mode formatted for the PC version of Microsoft Word (as applicable, and as explained in Section 5.7).

RFP for Collection and Processing Services

All proposals must be received by 2:00 p.m. on November 13, 2024 (Due Date and Time). **All proposals shall remain sealed until the Due Date and Time, and proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions will be accepted.

Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the proposer to clearly identify any confidential, Proprietary, Trade Secret, or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other Applicable Law, or by order of any court or government agency, and the proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, and City staff are able to immediately see the results online, City staff and/or its consultant may then begin reviewing the submissions for responsiveness, compliance, and other issues.

Each proposal must be accompanied by surety made payable to the City of Clovis in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The purpose of the surety is to guarantee that the successful Contractor will execute the New Agreement with the City. **If the selected Contractor does not execute the New Agreement within 30 calendar days after receiving notice of the award of the New Agreement, the City may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by the City in this event.** Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Services Agreement with the successful Contractor.

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SECTION 5: PROPOSAL SUBMITTAL REQUIREMENTS

Section 5 includes the required proposal outline and a description of the specific information proposers must include. Failure to provide all the required information may be grounds for rejection of a proposal.

5.1 Proposal Outline

Proposer shall present its proposals in accordance with the outline provided in Figure 12. At proposer's option, the proposer may include additional information or data on other relevant topics or more detail on the information requested herein that is relevant to the proposal. Any additional information shall be included as attachments to the proposal.

Figure 12: Proposal Outline

- i. Title Page
- ii. Cover Letter (signed by the designated representative authorized to bind the proposer as shown on Secretary's Certificate, Attachment E)
- iii. Table of Contents
- ES Executive Summary
- 1. Company Description
 - A. Corporate Structure
 - B. Description of Proposer's Collection Experience
 - C. Description of Proposer's Service Initiation Experience
 - D. Key Personnel
 - E. Labor Agreements and Wages
 - F. Financial Information
 - G. Past Performance Record
- 2. Technical Proposal for Services
 - A. Recyclable Materials Collection
 - B. Recyclable Materials Processing
 - C. Recyclable Materials Marketing
 - D. Organic Materials Collection
 - E. Organic Materials Processing
 - F. Organic Materials Marketing
 - G. Ancillary Services
 - H. Optional Services
 - I. Implementation Plan
 - J. Customer Service
 - K. Electronic Monitoring and Communication System
 - L. Environmental Issues
 - M. Public Education and Outreach Plan

- N. Other Required Plans
 - O. Subcontracting
 - P. Billing
 - Q. Corporation Yard and Maintenance Facilities
- 3. Financial and Cost Proposal
 - 4. Exceptions to the Draft Services Agreement
 - 5. Other Proposal Forms
 - A. Secretary's Certificate
 - B. Anti-Collusion Affidavit
 - C. Iran Contracting Act Certification
 - 6. Additional Information (Optional)

5.2 Cover Letter

The cover letter shall clearly identify the legal entity(ies) submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. The cover letter shall be signed by the designated representative authorized to bind the proposer as documented on the Secretary's Certificate. In the cover letter, proposer shall acknowledge all addenda to the RFP it received by providing a list of the addendum and date of issuance.

5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal, present its strategy and costs, and highlight unique aspects of its approach to servicing the City. The executive summary can be used to highlight any additional programs, service enhancements, or other innovations proposed.

5.4 Company Description

5.4.1 Corporate Structure

In its proposal, proposer shall:

1. Confirm that proposer is authorized to conduct business in the State of California.
2. Identify the legal entity that would execute the New Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.
3. State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.

4. Identify other businesses with ownership by principals and/or management.
5. Describe all services to be performed by Subcontractors and identify each Subcontractor by name. Proposer shall describe any current or past working relationship with the Subcontractor(s) in the past five years.

5.4.2 Description of Proposer's Collection Experience

Proposer must describe its experience providing similar services (preferably serving jurisdictions in California of similar or larger size and similar demographics to the City). Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, Commencement Date of services and Term of the Agreement.
2. The service provided (e.g., Recyclable Materials Collection, Organic Materials Collection, Materials Processing, and other unique Collection and/or Processing programs at proposer's discretion).
3. The name, address, and telephone number of the jurisdiction's representative responsible for administering the New Agreement.
4. The number of Single-Family, Multi-Family, and Commercial Customers served; Tons Collected and Tons Diverted; and type and number of vehicles dispatched per day.

5.4.3 Description of Proposer's Service Initiation Experience

The City is interested in learning about each proposer's experience with implementation of new franchise and/or service agreements and new programs (such as the roll-out of Food Scrap Recycling service for Multi-Family and Commercial Customers). This information is particularly important due to the City's aggressive implementation timeline. Each proposer should clearly demonstrate in its proposal the ability to meet this timeline (or any additional time that may be needed for procurement and delivery of equipment). Include a minimum of three reference projects for which the proposer has initiated a new Collection contract and/or new Collection services. For each reference program, the description shall include:

1. The name of the jurisdiction where the services were provided and commencement date and term of the agreement.
2. The service initiation performed (i.e., initiation of a new franchise and/or service agreement, universal roll-out/distribution of Recycling service to all Multi-Family and Commercial accounts, Multi-Family and Commercial Organic Waste Collection, etc.).
3. The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement.
4. The number of Residential and Commercial Customers served.
5. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of

routes and operating procedures; delivery of Containers; public education; and, the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another.

6. Identification of problems that occurred during the initiation of the new contract or service and solutions implemented to solve the problem(s).

5.4.4 Key Personnel

Provide an organization chart for key personnel. Identify key personnel the proposer plans to assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Draft Services Agreement. At a minimum, provide the name, contact information, job description, and qualifications for the following key personnel (or equivalent position). Staff may overlap in responsibilities (ex: the General Manager may act as the Government Liaison) or be dedicated part-time to the City.

- Regional Manager
- General Manager
- Operations Manager
- Customer Service Manager
- Diversion Coordinator(s)
- Government Liaison
- Service Liaison

If specific individuals have not been identified for one or more positions, provide the job description and/or hiring criteria that will be used to select the individual.

5.4.5 Labor Agreements and Wages

If services will be provided under an existing labor agreement, provide a copy of such agreement. Identify if and when the proposer plans to enter into any labor agreements and describe the nature of the agreement.

5.4.6 Financial Information

Submit proposer financial statements (preferably audited) for the most recently completed fiscal year. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis including a statement by the chief financial officer of your firm that there has been no material adverse change in such condition or operations from that reflected in the submitted balance sheet and income statements since the date on which they were prepared. If proposer is a wholly owned subsidiary of a parent company, also submit financial statements for the parent company for the most recently completed fiscal year.

5.4.7 Past Performance Record

1. Litigation and Regulatory Actions. Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five years against key personnel (as identified by the proposer in Section 5.4.4), proposing entity, its parent company, and all subsidiaries owned by proposing entity, including any proposed Subcontractors.
2. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including Liquidated Damages or administrative fees), settlements, or Liquidated Damages of any kind paid by proposer, its parent company, subsidiaries, and any proposed Subcontractors, to any public agencies in the past five years. This shall include any penalties, fee payments, settlements, or any other form of consideration related to the proposer's failure to achieve Diversion requirements or any other stated performance standard of a contract with a public agency. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) that triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols).
3. Satisfactory Performance in Other Agreements. Provide a list of all other agencies where similar franchise and/or service Collection or Processing services are performed by proposer along with contact information for that agency's contract manager. The City reserves the right to conduct reference checks and satisfaction interviews with any current or past municipal agencies that proposer discloses or City determines the proposer has contracted with previously.

With regard to the items requested in this Section 5.4.7, proposers who operate in multiple states with independent management structures need only report such actions relative to the operations in California. Similarly, proposers who operate landfill facilities need not disclose information about those facilities, as they are beyond the scope of the services requested here.

Note: The occurrence of past or pending civil, legal, regulatory, or criminal actions does not automatically disqualify a company from participating in this process. However, failure to report such actions, whether discovered before or after City executes the New Agreement, shall be considered a material omission and may form the basis for disqualifying a proposer or terminating the New Agreement. Material omissions may constitute fraud in the inducement of a public contract, and if such omissions are discovered, the City reserves all rights and remedies available under the law.

5.5 Technical Proposal for Services

Proposer shall describe how it plans to perform the Collection and Processing services requested in Section 3 of this RFP and described in the Draft Services Agreement. When presenting information requested herein, proposer shall explain the method of delivering the services, equipment selected, routing strategies, and methods for Collecting, Processing, and marketing materials. The description shall also note differences (for different Customer Types) in terms of routing strategies, Collection methods, vehicles, Collection crew size, etc. In addition, proposer must describe in detail why its technical approach to the services was chosen and its advantages to the City.

If a proposer has presented information for one type of service that is the same for another type of service, proposer may refer to its previous description rather than reiterating the discussion in its proposal. For example, if Single-Family Recyclable Materials and Organic Materials Collection vehicles are the same, the vehicle description can be provided once for the Recyclable Materials Collection service and then referenced for the Organic Materials Collection service.

5.5.1 Recyclable Materials Collection

Proposer shall describe how it plans to perform each of the services requested in the RFP and described in detail in the Draft Services Agreement. Specifically, information should separately address Single-Family, Multi-Family, and Commercial Customers as well as City facilities and special events. If the proposed Collection methodology from one Customer/material type to the next is largely the same, proposer may identify this, and highlight the differences between the proposed approaches, as opposed to repeating the same information multiple times. Proposers shall also identify how Tonnage will be allocated between Customer Types (e.g., Single-Family, Multi-Family, Commercial, etc.) in the event that multiple Customer Types are Collected on a single route (e.g., Recyclable Materials Cart service route). Include at a minimum:

1. Collection methodology.
2. Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age).
3. Standard crew size.
4. Number, types, sizes, and manufacturer's specifications of Containers to be utilized.
5. A list of all the Recyclable Materials to be Collected, Processed, and marketed under the New Agreement. This list shall include those items defined as "Recyclable Materials" in Exhibit A of the Draft Service Agreement but may be expanded to include additional materials.

If the proposed methodology or equipment relies on co-Collection vehicles, split Containers, or an uncommon method, proposer must provide the names of jurisdictions where the proposed equipment/method is currently being used as it is proposed. Also, describe in detail how this Collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.

5.5.2 Recyclable Materials Processing

The following information is required for Recyclable Materials Processing services:

1. Estimated annual Tons by type of Recyclable Materials that will be Collected (by account type), Processed, and marketed.
2. Name and description of Transfer and Processing Facility(ies) where Recyclable Materials will be handled, name of Owner and operator of the facility(ies), statement of whether facility has all necessary permits as required by Applicable Law, proof of permitted capacity, gross Processing fee per Ton, anticipated revenue/cost per Ton, method of future Processing fee adjustments, Tonnage commitment for the Term of the New Agreement, and method of tracking Tonnage if the facility is receiving Tonnage from other jurisdictions.

RFP for Collection and Processing Services

3. If the proposer is not the Owner/operator of the Processing Facility, provide a letter of commitment, for the Term of the New Agreement, from the Processing Facility Owner/operator guaranteeing sufficient Tonnage capacity and adherence with the Processing requirements of the Draft Services Agreement. Additionally, please include a compensation adjustment methodology for the cost per Ton.
4. Description of the types of acceptable materials to be Collected, highlighting materials beyond those specified in the Draft Services Agreement. Describe the benefits, limitations, contamination issues, and markets that will impact the program.

5.5.3 Recyclable Materials Marketing

Each proposer shall describe its Recyclable Materials marketing plan, including the following information:

1. Describe the marketing methods and approach (e.g., long-term contracts), targeted primary and contingent markets (specifically to whom materials will be sold), pricing policy, and assumed market value for each Collected type of Recyclable Materials products (supported by average monthly prices by type and grade of material over the past 12 months).
2. Describe how proposer will handle fluctuations in quantity and composition of Recyclable Materials.
3. Describe how proposer will respond to severe market demand and pricing fluctuations, which should address emergency storage of Recyclable Materials.
4. Describe how the proposer will maximize Diversion of Recyclable Materials and minimize Disposal.

5.5.4 Organic Materials Collection

Proposer shall describe how it plans to perform the services requested in the RFP and described in detail in the Draft Services Agreement. Specifically, information should separately address Single-Family, Multi-Family, and Commercial Customers as well as City facilities and special events. In the event that the proposed Collection methodology from one Customer/material type to the next is largely the same, proposer may identify this, and highlight the differences between the proposed approaches, as opposed to repeating the same information multiple times. Proposers shall also identify how Tonnage will be allocated between Customer Types (e.g., Single-Family, Multi-Family, Commercial) in the event that multiple Customer Types are Collected on a single route (e.g., Organic Materials Cart service route). Include at a minimum:

5. Collection methodology, including discussion of special methods for Collecting in narrow streets, courts, and alleys.
6. Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age), all of which must be reasonably expected to provide service throughout the Term of the New Agreement.

7. Description of the types of acceptable materials to be Collected, highlighting materials beyond those specified in the Draft Services Agreement. Describe the benefits, limitations, contamination issues, and markets that will impact the program.
8. Types, costs, number, and manufacturer's specifications of Containers to be utilized.
9. Standard crew size.
10. A list of all the Organic Materials to be Collected, Processed, and marketed under the New Agreement. This list shall include those items defined as "Organic Materials" in Exhibit A of the Draft Service Agreement but may be expanded to include additional materials (i.e., pizza boxes, napkins, palm fronds, pumpkins, horse manure, animal waste).
11. If plastic or Compostable Plastic bags will be allowed in Organic Materials Containers.

If the proposed methodology or equipment can be considered non-standard (e.g., co-Collection vehicles or split Containers), proposer must provide the names of jurisdictions where the proposed equipment is currently being used as it is proposed. Also, describe in detail how this Collection technology will work, why it was chosen for the City, and how it will work in the City specifically.

5.5.5 Organic Materials Processing

The following information is required for Organic Materials Processing services:

1. Estimated annual Tons that will be Collected (by account type), Processed, and marketed.
2. Name and description of Transfer and Processing Facility(ies) where Organic Materials will be handled, name of Owner and operator of the Facility(ies), proof of permitted capacity, and method of tracking Tonnage if the facility is receiving Tonnage from other jurisdictions.
3. If the proposer is not the Owner/operator of the Processing Facility, provide a letter of commitment, for the Term of the New Agreement, from the Processing Facility Owner/operator guaranteeing sufficient Tonnage capacity and adherence with the Processing requirements of the Draft Services Agreement. Additionally, please include a compensation adjustment methodology for the cost per Ton.
4. Description of the types of acceptable materials to be Collected, including plastic or Compostable Plastic bags. Describe the benefits, limitations, contamination issues, and markets that will impact the program. If plastic or Compostable Plastic bags will be accepted in Organic Materials Containers, proposers shall identify any difference in Processing costs (compared to unbagged materials) in the cost proposal forms.

5.5.6 Organic Materials Marketing

Each proposer shall describe its Organic Materials marketing plan, including the following information:

1. Describe the marketing methods and approach (e.g., long-term contracts), targeted primary and contingent markets (specifically to whom materials will be sold), pricing policy, and assumed

market value for Organic Materials products (supported by average monthly prices by type and grade of material over the past 12 months).

2. Describe how proposer will handle fluctuations in quantity and composition of Organic Materials.
3. Describe how the proposer will maximize Diversion of Organic Materials and minimize landfilling.

5.5.7 Ancillary and Optional Services

Each proposer shall describe its plan to implement the programs listed below (as described further in Draft Services Agreement), including Collection and proper Diversion or Disposal of materials as applicable. Please note that all programs (including “Optional” programs) shall be included in proposer’s proposal; “Optional” indicates that the City Council may elect to include these programs.

5.5.7.1 Ancillary Services

1. Holiday Tree Collection. Curbside Collection of holiday trees for 14 Working Days beginning December 26, free of any additional charge.
2. Used Motor Oil and Filter Collection Program. The selected proposer shall Collect Used Motor Oil and Filters placed Curbside for Collection (maximum of 2.5 gallons per Dwelling Unit per week), at no additional charge to Customers.
3. Sharps Collection Program. The selected proposer shall provide Customers with Sharps Waste Collection or mail-back service, upon request. Such service shall include providing detailed instructions for participation in the Sharps Waste program. Customers using the Sharps Waste program will receive one Sharps Waste Container/mailling kit per calendar year at no additional charge. Additional Sharps Waste Containers/mailling kits shall be provided for a fee.
4. Battery and Cellphone Collection Program. The selected proposer shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie- close plastic bags on top of Recyclable Materials Carts or as coordinated with the property manager or Owner as described in the Draft Services Agreement.

5.5.7.2 Optional Services

1. Multi-Family Kitchen Pail Program (Optional). The selected proposer shall provide countertop Food Scrap Collection Containers (kitchen pails) to each Multi-Family Dwelling Unit during implementation for participation in the Organic Materials Collection program.
2. Commercial Container Cleaning or Exchanges (Optional). The selected proposer shall describe how it plans to offer clean Containers to Commercial Customers, either through Container cleaning services or Container exchanges at least once per year. This may be included in the proposed Rates or offered as a stand-alone service. If included in the proposed Rates, proposers may propose Rates for Container cleaning or exchange services in excess of once per year.

5.5.8 Implementation Plan

Provide a detailed implementation plan describing the proposed approach to facilitating a smooth transition between changes in service and service providers, if applicable. Proposer should clearly demonstrate the ability to implement the services in accordance with the schedule shown in Section 1, including meeting equipment, personnel, administration, maintenance, and public education requirements. Proposers should describe the assumptions regarding City staff participation and, as appropriate, the Incumbent Service Provider's participation.

The City is aware of the short period of time between the date the City Council is anticipated to select the successful proposal and the start of services on August 1, 2025. If proposer is unable to provide all services described in Section 3 (including Recyclable Materials and Organic Materials Collection services for all Customers) on August 1, 2025, the City is still interested in receiving a proposal based on an implementation plan and start date(s) that the proposer will be able to meet. If additional time is required to implement services, please provide an alternate schedule that proposer commits to.

5.5.9 Customer Service

To ensure that Customers in the City obtain exemplary, professional, and courteous Customer service, proposer shall develop and submit as part of its proposal a Customer service plan that includes the following:

1. Describe the location where proposer's Customer service operation will be housed. The City requires a local office located within the City, operated from 8 a.m. to 5 p.m. Monday to Friday, as described in Section 4.8.1. in the Draft Services Agreement.
2. Describe how the Complaint tracking and reporting system will adequately address missed pick-ups to guarantee that all missed pick-ups are Collected within 24 hours of notification by Customer. In addition, describe procedures to satisfactorily respond to, record, and report other common Customer Complaints such as: spills and litter resulting from Collection; Collection schedule changes; broken or missing Containers; noise complaints; traffic and sidewalk obstruction during Collection; and, safety around Collection vehicles during operations.
3. Specify the number of full-time equivalent Customer service representatives (CSR) that will serve the City. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate the City. The City requires dedicated Customer service representation located within the City; overflow calls may be routed to a call center. The City encourages systems that connect Customers to a live representative as soon as possible.
4. Describe the proposed approach to respond to and address events of deliberate non-Collection (in addition to leaving physical Non-Collection Notices). For details regarding the Non-Collection Notices, please see Section 4.11 of the Draft Services Agreement.
5. Confirm that the company has a website that Customers may access to obtain Customer Rates, service information, pay bills, and to submit inquiries or Complaints and provide website address, if applicable (or example of similar website provided to another jurisdiction). Confirm that Customers can email their queries and specify the maximum turn-around time for responses.

6. Describe any other strategies and/or methods the proposer will implement to ensure that Customers receive exemplary Customer service throughout the Term of the New Agreement.

5.5.10 Electronic Monitoring and Communication System

Proposer shall describe the management systems and Customer service systems it plans to use to manage inquiries and Complaints received from Residential and Commercial Customers. The description of the management systems and Customer service systems shall include:

1. Name, type of equipment, software used to maintain routing and Customer service information, and period of time the proposer has operated this system.
2. Management procedures for managing inquiries and Complaints and procedures used to minimize Complaints (e.g., missed pick-ups, noise, spills).
3. The ability of the system to provide read-only access to City staff in order to see live updates on route status. The City will need to view live truck locations and tracking progress toward completing the daily routes in order to respond to Residential calls and Complaints.
4. Description of whether individual call centers are established for each service area or if Customer calls are handled by a centralized call center and identification of the location of the call centers that will be used. Please note that the City requires dedicated Customer service representatives located within the City; this description is related to overflow calls that may be routed to a call center.
5. Description of proposer's internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common Customer Complaints such as: missed pick-ups; spills and litter resulting from Collection; Collection schedule changes; broken or missing Containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during Collection; and, safety around Collection vehicles during operations.
6. Description of how the proposer measures Customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of Collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the Customer service call center and missed pick-ups.
7. Demonstration of the ability to report the information required in Article 6 and Exhibit D of the Draft Services Agreement if not demonstrated through the presentation of information required above.

5.5.11 Environmental Issues

As appropriate, address the following points and provide additional information, as needed, for preliminary environmental review of proposed services.

1. Excluded Waste Management. Describe procedures for identifying and handling Excluded Waste included in the Recyclable or Organic Materials stream. The plan should describe screening procedures, a notification plan, and an employee training program.
2. Litter abatement program. Describe procedures for preventing spills or leaks of material placed for Collection (preventing windblown litter during material Collection and Transport), fuel, and other vehicle fluids while providing services under the New Agreement including driver training on litter reduction techniques and litter removal best management practices.

5.5.12 Public Education and Outreach Plan

The City places the utmost importance on effective public education and promotion as the key to helping residents and businesses understand more about source reduction, reuse, Composting, and Recycling. Each proposer shall develop a public education plan for Rate Period One, which will ultimately be included as Exhibit C to the New Agreement. While the City encourages each proposer to use their own knowledge and expertise to develop the proposed public education plan, the City requests that each proposed plan describe, at a minimum, the following:

1. Public education programs that will be implemented to educate Single-Family, Multi-Family, and Commercial Customers on the Recyclable Materials and Organic Materials Collection programs.
2. Plans for complying with the education and outreach requirements of Applicable Law, including but not limited to AB 939, AB 1826, AB 341, and SB 1383.
3. Description of proposer's strategy for developing and using a website or webpage specific to the City to provide Customers with access to service information, Rates, and other public education information. Include links to example websites.
4. Description of your approach to facilitating the City's desired non-Collection, courtesy noticing, and contamination fee program as described in Draft Services Agreement Section 4.11. Please include sample non-Collection and/or courtesy notices, noting that the City encourages proposers to utilize innovative and proactive strategies for using such notices as public education opportunities.
5. Description of your strategy for communicating to Customers how to properly dispose of HHW, Sharps Waste, and other difficult-to-handle materials.
6. Plans for presentations to schools and other community organizations.
7. Participation at City-sponsored or other special events, such as booths, displays, sponsorship, parade floats, farmers markets, etc.
8. Schedule, type, and quantity of information that will be distributed (e.g., newsletter, brochures).
9. Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of education programs in the City.
10. Public education and outreach Subcontractors (if any), and their qualifications, years of experience, and references.

11. Samples of similar educational materials, which may have been used in other programs, particularly those related to Recyclable Materials Collection and Organic Waste Collection programs.
12. Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis thereafter (noting the required minimum annual public education budget described in Exhibit C of the Draft Services Agreement)*.
13. Other aspects or unique features of the proposed public education and outreach plan.

*Proposers must also reflect the required minimum annual public education budget described in Exhibit C of the Draft Services Agreement (or higher amount, at proposer's option) in the cost proposal forms.

5.5.13 Other Required Plans

1. **SB 1383 Implementation and Monitoring Plan.** Contractor will be required to provide all program elements required by Applicable Law for mandatory Recyclable Materials and Organic Materials including, at a minimum, the provision of Collection services for Recyclable Materials and Organic Materials, education, outreach, contamination monitoring (route reviews), and reporting for all Premises covered by the regulations. Proposers must describe their approach to performing Customer education, outreach, contamination monitoring (route reviews), recordkeeping, and reporting as part of their proposal.
2. **Litter Prevention/Abatement Plan.** A common concern among Customers is the amount of litter left behind during and after the provision of Collection services. The City understands that many pieces of litter that spill during Collection are of such a small size that it may become challenging for route drivers to Collect them manually during the course of regular Collection operations. Proposers must describe their approach to either preventing such litter during Collection operations or to effectively abate it afterwards. Proposers should include any costs related to litter prevention/abatement in the proposal.
3. **Skilled Driver Recruiting, Training, and Retention Plan.** The selected proposer will be expected to perform consistent and reliable Collection services within the City. Proposers must describe their approach to recruiting, training, and retaining a sufficient number of skilled drivers to perform the services outlined in the Draft Services Agreement.
4. **Local Purchasing Preference.** The City is interested in investing in the local economy, and the selected proposer will be encouraged to purchase materials and services from businesses located in the City to the extent possible. Proposers must describe what materials and/or services will be procured from local businesses, including but not limited to office supplies, printing and mailing of educational materials, and vehicle equipment and maintenance (such as tires, oil, etc.).

5.5.14 Subcontracting

Identify by name and describe all services to be performed by any Subcontractors.

5.5.15 Billing

The City will bill all Residential Customers (Single- and Multi-Family) for all Collection services as well as Commercial Solid Waste services. The selected proposer will bill Commercial Customers for Recyclable Materials services, Organic Materials services, and ancillary services. To ensure that Customers in the City obtain competent, professional, and courteous Customer service with regard to billing matters, proposer shall:

- Provide sample Customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number.
- Describe its procedures for dealing with Customer service, with regard to customer billing demands during the transition and throughout the Term of the New Agreement.

5.5.16 Corporation Yard and Maintenance Facilities

Describe the proposed location(s) of the corporation yard for Collection vehicles parking, Collection Container storage, employee parking, vehicle and equipment maintenance facilities, offices, and Transfer operations (if necessary). If the facility(ies) are currently operational and Owned or leased by the proposer, describe plans, if any, to modify or expand the facility(ies). If the facility(ies) need to be purchased, leased, and/or developed by the proposer, describe the acquisition and development plans, describe contingency plans in the event the proposed site is not available (or suitable) or in the event the acquisition and development timeline is delayed, and indicate willingness to stand by the proposed costs and Rates if proposer has to secure a site other than described in its proposal.

5.6 Financial and Cost Proposal

Proposers shall provide the following:

- **Financing Plan.** Describe the proposed plan for financing capital requirements in a "Sources and Uses of Funds" format that describes the sources of required capital (e.g., banks, leasing companies, cash reserves) and uses (e.g., property, trucks, equipment, Containers, reserves). Attach such supporting documents that demonstrate proposer's ability to implement the plan. Proposers should provide written documentation (e.g., letters from banks or leasing companies) demonstrating their ability to finance the capital requirements.
- **Cost and Rate Proposal.** Proposer is required to submit a cost proposal using Forms 0 through 7 provided for this purpose in Attachment B. On the cost proposal forms, the proposer is required to present operating statistics, its annual cost proposal, and its Rate proposal.

The estimated total annual revenue on Forms 6 through 7 is to tie to the total costs on Forms 4 and 5 (plus or minus \$1,000). Please note that for the purposes of evaluating the Rate proposal, the City may develop its own estimation of the future Customer participation levels and use its assumptions to compare one proposer's Rate proposal to other proposer's Rate proposal.

Revenue Share. Propose a Recyclable Materials sales revenue sharing amount (cost per Ton) for Rate Period One by which proposer would share revenues received from marketing Recyclable Materials Collected under the Draft Services Agreement with the City.

5.7 Exceptions to the Draft Services Agreement

To provide proposers with a better understanding of the anticipated responsibilities, rights, and obligations of the selected proposer and the City, a Sample Draft Services Agreement has been included as Attachment A to this RFP. Proposers should review the Draft Services Agreement prior to submittal of proposals to the City. This review process allows proposers to prepare their proposal and costs for services with full consideration and understanding of the anticipated responsibilities, rights and obligations the City is seeking.

The City provided the Sample Draft Services Agreement to serve as a sample for an agreement to be negotiated between the City and the selected proposer, and the parties will approve and sign an agreement in substantially the same form as presented in Attachment A. Any proposed exceptions to the RFP and/or the proposed terms and conditions of the Sample Draft Services Agreement shall be documented in redline/strikeout format by the proposer in their submittal of the complete Draft Services Agreement. For each exception noted, the proposer shall provide alternative language for the City's consideration.

The City reserves the sole discretion and right to determine if any noted exceptions are acceptable to the City. The number and nature of the comments/exceptions will be considered during the proposal evaluation process. If the City chooses to enter into negotiations with a proposer, the comments/exceptions noted and recommended alternative agreement language will serve as a starting point for discussion of alternative text or terms.

The proposer will be deemed to have accepted and agreed to any provisions of the RFP and/or proposed terms and conditions of the Sample Draft Services Agreement that have not been noted as exceptions in the proposal. Provided, however, the City reserves the right to modify provisions included in the Sample Draft Services Agreement or include new provisions not included in the Sample Draft Services Agreement during negotiations of the final agreement. With this understanding, the selected proposer may not initiate discussion with the City during negotiations related to the Sample Draft Services Agreement language for which no exceptions were noted, unless the City initiates discussion or has made changes during negotiations on the final agreement. The City intends to have the final Agreement, signed only by the proposer representing the proposer's offer, in hand before the City Council makes the final Contractor selection and accepts the proposer's offer and approves the final agreement. In the event that the City Council declines to accept and award a contract to the proposer, the agreement signed only by the proposer will be returned to the proposer and will not be signed by the City.

5.8 Other Proposal Forms

5.8.1 Secretary's Certificate

Each proposer shall complete and submit the Secretary's Certificate, Attachment E, documenting the designated representative authorized to bind the proposing company.

5.8.2 Anti-Collusion Affidavit

Each proposer shall complete and submit the Anti-Collusion Affidavit, Attachment C. The Anti-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment E.

5.8.3 Iran Contracting Act Certification

Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment G. The Iran Contracting Certification shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment E.

5.9 Additional Information (Optional)

Additional information or data relevant to the proposal is optional and may be included by a proposer as an attachment(s) to the proposal at the proposer's discretion.

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SECTION 6: PROPOSAL EVALUATION PROCESS

An evaluation committee will be comprised of City staff and may include outside agency representatives. This evaluation committee will conduct a detailed evaluation of the proposals and provide a recommendation to the City Council, considering all of the factors below, with particular focus on the degree to which each proposal will help the City achieve the goals identified in Section 1.1. The City values cost-effectiveness; however, the recommendation of the evaluation committee will be based on best value, including all of the factors below. The City Council will review the committee's recommendation for selection of the new Contractor. The City Council is not obligated to accept the committee's recommendation and may act in its sole discretion. City staff will be responsible for negotiating the Draft Services Agreement. The City Council will ultimately be responsible for approval of the New Agreement.

The factors that may be considered by the evaluation team include, but are not limited to, the items below. Some or all of these factors may be considered by the evaluation team, and other factors not listed below may also be considered.

6.1 Proposer Qualifications

- Proposer's Overall Experience – Demonstrated experience providing similar services.
- Management Experience – Experience of key personnel.
- Current Experience with Cities of a Similar Size – Proposer's capacity and capability to provide Residential and Commercial services to agencies similar in size to the City.
- References – Satisfaction of proposer references with services received, including implementation, Customer service, and reporting.
- Material Recovery – Proposer's percent of recovery and revenue sharing payments in other jurisdictions.
- Public Education – Proposer's public education experience.

6.2 Technical Proposal

- Implementation Plan – Reasonableness of implementation schedule and ability to meet deadlines (e.g., equipment procurement schedules, personnel available, back-up plan, notice to Customers).
- Operations – Reasonableness of assumptions (e.g., number of routes and drivers).
- Equipment – Reasonableness of Collection and Processing methodology.
- Processing and Marketing – Reasonableness of plan and guaranteed capacity for Recyclable Materials and Organic Materials Processing and marketing.
- Public Education – Comprehensiveness and soundness of proposed education and outreach program, staffing level, and program ideas.
- Diversion – Ability to achieve the City's Diversion goals.

- Customer Service – Soundness of Customer service approach, staffing levels, and staff training and retention programs.

6.3 Exceptions to the Terms and Condition

- Exceptions to the RFP and Draft Services Agreement – Number and nature of the exceptions.

6.4 Financial Ability

- Financing – Evidence that financing requirements will be fulfilled. Reasonableness of terms.
- Financial Stability – Comparison of additional revenue from services under the Draft Services Agreement to proposer's current revenue stream. Vulnerability of company based on its debt-to-equity ratio. Demonstrated ability of company to obtain adequate insurance.

6.5 Costs

- Costs – Reasonableness of the relationship between the proposed costs and operational assumptions.
- Competitiveness – Cost of service to Customers relative to other similar types of services in other jurisdictions and other proposals.
- Revenue Sharing – Proposed Recyclable Materials revenue sharing amount and arrangement.

6.6 Predictability

- Costs – Ability to provide assurance of Rate stability for Collection, Processing, and marketing for the Term of the New Agreement.
- Operations – Ability to provide efficient and timely service for the Term of the New Agreement.

Attachment A: Draft Agreement for Collection, Processing, and Marketing Services

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**AGREEMENT
BETWEEN
CITY OF CLOVIS
AND**

**FOR
RECYCLABLE AND ORGANIC MATERIALS COLLECTION,
PROCESSING, AND MARKETING SERVICES**

DATED: _____

DRAFT

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**Agreement
between
City of Clovis
and**

**for Recyclable and Organic Materials Collection, Processing, and
Marketing Services of**

THIS SERVICE AGREEMENT is made and entered into as of August 1, 2025 between the City of Clovis, California, a municipal corporation (hereinafter "City"), and _____, (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the municipal code of the City.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Discarded Materials Collection within their jurisdiction; and,

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 requires the City to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an agreement be awarded to a qualified Contractor to provide for the Collection, Processing, and marketing of Recyclable Materials and Organic Materials, and other services related to meeting the City's economic and environmental goals; and,

WHEREAS, the City further declares its intent to maintain reasonable Rates and high quality services for the Collection, Recycling, Processing, and/or Composting of Recyclable Materials and Organic Materials; and,

WHEREAS, the City desires, having determined that Contractor, by demonstrated experience, reputation, and capacity is qualified to provide for both the Collection of Recyclable Materials and Organic Materials within the corporate limits of the City, and the Transportation of such material to appropriate places of Processing, Recycling, and/or Composting, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS, the City's current Recyclable Materials and Organic Materials Collection agreements expire on July 31, 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1.

GRANT AND ACCEPTANCE OF SERVICE

1.1 GRANT AND ACCEPTANCE OF SERVICE

By the signing of this Agreement, City grants to Contractor and Contractor accepts the exclusive right and privilege to Collect, Process, and market Recyclable Materials and Organic Materials generated within the corporate limits of the City. The services granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

1.2 LIMITATIONS TO THE SERVICE

The award of this Agreement shall not preclude the categories of Recyclable Materials and Organic Materials, or other materials listed below, from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City, which is otherwise required by law:

- A. **Recyclable and Organic Materials.** Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by the service recipient to such other Person.
- B. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable Materials, and Organic Materials, generated in or on their own Premises and Transported personally by the Owner or Resident of such Premises (or by their employee) to a Processing Site;

- 76 C. **Construction and Demolition Debris (C&D).** Other Persons shall have the right to Collect C&D,
77 provided that such Persons maintain a City-issued permit granting such right, and the C&D was
78 generated from a construction, demolition, alteration, or remodel project pursuant to a permit
79 issued by the City.
- 80 D. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the
81 Generator and (a) sold or (b) that are donated to youth, civic, or charitable organizations.
82 Materials will not be deemed donated if they are Collected by a waste hauler not subject to this
83 Agreement that is not a 501(c)(3) organization.
- 84 E. **Edible Food.** Edible Food which is Collected from a Generator by other Person(s), such as a Person
85 from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery;
86 or which is Self-Hauled by the Generator to another Person(s), such as a Person from a Food
87 Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator
88 donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.
- 89 F. **Food Scraps.** Food Scraps that are separated by the Generator and used by the Generator or
90 distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section
91 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled
92 by another party.
- 93 G. **Materials That Contractor Does Not Divert.** Discarded Materials which Contractor is not required
94 to Process and Divert under this Agreement as of the Effective Date of this Agreement which
95 subsequently, in City's reasonable judgment, become economically feasible to Divert. In such
96 event, Contractor shall have the exclusive right to Collect and Process such materials if Contractor
97 agrees to do so without any change in Rates. If Contractor is unwilling to Process and Divert such
98 new materials at existing Rates, City may provide for Collection, Processing, and Diversion of such
99 materials in any manner it deems appropriate. Such materials may include, but may not be limited
100 to, Organic Materials which Contractor would otherwise Dispose. Contractor may not enforce its
101 exclusive rights in a manner that would prevent the Diversion of material that Contractor is unable
102 or unwilling to Divert.
- 103 H. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container
104 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- 105 I. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials
106 and Organic Materials removed from a Premises by a contractor (e.g., gardener, landscaper, tree-
107 trimming service, construction contractor, Residential clean-out service) as an incidental part of
108 the service being performed, rather than as a separately contracted or subcontracted hauling
109 service; or if such contractor is providing a service which is not included in the scope of this
110 Agreement.
- 111 J. **On-site or Community Composting.** Organic Materials Composted or otherwise legally managed
112 at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at
113 a Community Composting site.
- 114 K. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or
115 butcher shops, fats, oils, greases, or used cooking oil.

116 L. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash,
117 grit, and screenings.

118 M. **Excluded Waste.** Excluded Waste regardless of its source.

119 N. **Materials Generated by State and County Facilities.** Materials generated by State and County
120 facilities located in the City, including but not limited to the Clovis Unified School District, provided
121 that the Generator has arranged services with other Persons or has arranged services with the
122 Contractor through a separate agreement.

123 Contractor acknowledges and agrees that City may permit other Persons besides Contractor to Collect
124 any and all types of materials excluded from the scope of this Agreement, as set forth above, without
125 seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are
126 servicing Collection Containers or are Collecting and Transporting Recyclable Materials and/or Organic
127 Materials in a manner that is not consistent with this Agreement or the City's Code, it shall report the
128 location, the name and phone number of the Person or company to City's Contract Manager along with
129 Contractor's evidence. In such case, City may notify the Generator and Person providing service of
130 Contractor's rights under this Agreement.

131 This Agreement and scope of services shall be interpreted to be consistent with Applicable Law, now and
132 during the Term of the Agreement. If future judicial interpretations of current law or new laws,
133 regulations, or judicial interpretations limit the ability of City to lawfully contract for the scope of services
134 in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the
135 scope of the Agreement will be limited to those services and materials which may be lawfully included
136 herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to
137 arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it
138 shall be the responsibility of Contractor to minimize the financial impact of such future judicial
139 interpretations or new laws and the Contractor may meet and confer with City and may petition for an
140 extraordinary Rate adjustment pursuant to Section 8.3.

141 **1.3 OBLIGATIONS OF PARTIES**

142 In addition to the specific performance required under the Agreement, City and Contractor shall:

143 A. Use their reasonable commercial efforts to enforce the exclusive nature of the service by the
144 Contractor's identification and documentation of violations of this Agreement and City's
145 notification of Generators and Collection companies reasonably believed to be violating the terms
146 of this Agreement.

147 B. Provide timely notice to one another of a perceived failure to perform any obligations under this
148 Agreement and access to information demonstrating the Party's failure to perform.

149 C. Provide timely access to City's Contract Manager and Contractor's Government Liaison and
150 complete and timely responses to requests of the other Party.

151 D. Provide timely notice of matters which may affect either Party's ability to perform under the
152 Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence on *{Note to proposers: City may be open to modifying the Commencement Date during negotiations}* August 1, 2025 (Commencement Date) and continue in full force for a period of approximately ten (10) years, through and including July 31, 2035, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement, under its then-existing terms and conditions on a month-to-month basis, for a maximum extension of up to thirty-six (36) months. City shall give notice of its intention to extend the Term, or any extended Term, of this Agreement in writing no later than three (3) calendar months prior to expiration of the Term or any extended Term of the Agreement. Such notice by City shall specify the duration of the extension.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

A. Accuracy of Representations. Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

B. Furnishings of Insurance and Performance Bond. Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to City.

C. Absence of Litigation. To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder.
2. Adversely affect the validity or enforceability of this Agreement.
3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

D. Permits Furnished. Contractor validly holds copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

- E. Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by City’s citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as “Legal Challenges”). Accordingly, this Agreement shall not become effective until the City reasonably determines that (1) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of City’s award of this Agreement to Contractor; and (2) the deadline to initiate any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) days’ prior written notice to City if such determination is not made by [MONTH & DAY, 2025].

ARTICLE 3. SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Providing a two-Container Collection program for the separate Collection of Recyclable Materials and Organic Materials generated by and placed for Collection by Customers, City facilities, and special events pursuant to the requirements of Article 4 and Exhibit B.
- B. Transporting Collected materials to the appropriate Approved Facilities pursuant to requirements of Article 4 and Exhibit B.
- C. Processing and marketing Collected Recyclable Materials and Organic Materials at the appropriate Approved Facilities pursuant to the requirements of Article 4 and Exhibit B.
- D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, contamination monitoring, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting).
- E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees and Reimbursements), and utilities.
- G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
- H. Complying with all Applicable Law.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

3.2 USE OF APPROVED FACILITIES

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials and Organic Materials Collected in the City. Use of a facility must be approved, in writing, by City prior to use consistent with the requirements of Article 4. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

3.3 SUBCONTRACTING

Contractor shall not engage any Subcontractor(s) for Collection, Transportation, or Processing of Recyclable Materials or Organic Materials services without the prior written consent of City's Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractor(s) identified in Contractor's Proposal, included herein as Exhibit G5. If the Contractor plans to engage other affiliated or related party entities in the provision of services, Contractor shall provide City Contract Manager with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by City prior to City acceptance. Contractor shall require that all Subcontractors file insurance certificates with City, name City as an additional insured, and comply with all material terms of this Agreement.

3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials and/or Organic Materials are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if Contractor can identify the Generator pursuant to Section 5.8.B. Contractor shall have the right to retain any benefit and revenues resulting from its right to retain, Recycle, Process or reuse the Recyclable Materials and Organic Materials which it Collects. Once Recyclable Materials and/or Organic Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility except for Excluded Waste pursuant to Section 5.8.

Responsibility for Excluded Waste that has been inadvertently Collected by Contractor shall remain with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

3.5 CITY-DIRECTED CHANGES TO SCOPE

City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review the Contractor's Proposal for the change in scope of services. City and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City receipt of Contractor's Proposal for such services, City may permit other Persons to provide such

services. Nothing herein shall prevent City from soliciting cost and operating information from other Persons in order to inform City's evaluation of Contractor's Proposal.

At any time during the Term of this Agreement, City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation under this Agreement, as described in Article 8, Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials and Organic Materials services described in this Article 4, for any Customer in the City that subscribes to Contractor's Collection services. Contractor's Collection services shall be provided to any Customer that places Containers in a public right-of-way or that provides a waiver for Contractor to access the Private Road(s) where Customer places its Containers.

This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

4.1 RECYCLABLE MATERIALS

A. Collection. Contractor shall provide Recyclable Materials Collection services as described in Exhibit B.

B. Transfer. {Note to proposers: This section will be removed if Contractor elects to direct haul Recyclable Materials to the Approved Recyclable Materials Processing Facility} Contractor plans to Transport Recyclable Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in Full Regulatory Compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If Contractor is unable to use the Approved Transfer Facility, then Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If Contractor plans to change its Transfer method, Contractor shall obtain written approval from the City prior to making the change.

C. Processing. Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Materials Containers in the City to the Approved Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting to and Processing of such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 4.1.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Recyclable Materials Processing Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Recyclable Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Recyclable Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City Contract Manager. The City Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, then Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to the Contractor's Compensation. The performance of Recyclable Materials commodity markets shall not be considered an acceptable basis for use of an alternative Processing Facility nor shall it serve as the basis for any adjustment in Contractor's Compensation under this Agreement, other than as specifically contemplated in Article 8 and Exhibit E to this Agreement. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Recyclable Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use a Recyclable Materials Processing Facility that is different than the initial Approved Recyclable Materials Processing Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days

prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved Recyclable Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Recyclable Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

D. Marketing. Contractor shall be responsible for marketing Recyclable Materials Collected in City that are delivered for Processing at Contractor's Approved Recyclable Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

E. Residue Disposal. Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor's Approved Recyclable Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

4.2 ORGANIC MATERIALS

A. Collection. Contractor shall provide Organic Materials Collection services as described in Exhibit B.

B. Transfer. {Note to proposers: This section will be removed if Contractor elects to direct haul Organic Materials to the Approved Organic Materials Processing Facility} Contractor plans to Transport Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Organic Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Designated Transfer Facility in full regulatory compliance.

C. Processing. Contractor shall Transport and deliver all Source Separated Organic Materials placed in Organic Materials Containers in the City to the Approved Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting such Organic Materials to the Approved Organic Materials Processing Facility and Disposing of the Residue as required in Section 4.2.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Organic Materials Processing Facility to Process all Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Organic Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the Approved Organic Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by City Contract Manager. The City Contract Manager may, in their sole discretion, may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to Contractor's Compensation. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Organic Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use an Organic Materials Processing Facility that is different than the initial Approved Organic Materials Processing Facility, it shall request written approval from City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Approved Organic Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

{Note to proposers: Section to be updated or removed based on final determination regarding allowance of plastic/Compostable Plastic bags} Customers may place Compostable Plastics in the

Organic Materials Container for Collection, including Compostable Plastic bags used by Customers to contain Food Waste prior to placement in the Organic Materials Container for Collection. Contractor may prohibit use of Compostable Plastics to contain Yard Trimmings. Contractor shall Collect and Transport such materials for Processing at the Approved Organic Waste Processing Facility. At least six (6) months prior to the Commencement Date of the Agreement, and annually thereafter, Contractor shall provide a written notification to City authorizing that the Facility has and will continue to have the capability to Process and recover the Compostable Plastics throughout the Term of the Agreement, and Contractor shall not revoke this authorization at any time during the Term of the Agreement. If the Contractor does not submit such notification, or if at any time during the Term of the Agreement the Approved Organic Waste Processing Facility can no longer accept and/or Process Compostable Plastics, the City may assess Liquidated Damages or deem such failure an event of default of the Contractor under Article 10. Contractor shall notify the City within seven (7) days of the Facility's inability to accept the Compostable Plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the Facility is not able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and Contractor's proposed plan to find an alternative Facility or arrangement to Process the Compostable Plastics, subject to City approval. City may prohibit or restrict the use of Compostable Plastics, with a six (6) month notice to Contractor, and this shall not constitute a City-Directed Change in Scope or Change in Law under this Agreement.

D. Marketing. Contractor shall be responsible for marketing Organic Materials Collected in the City that are delivered for Processing at the Approved Organic Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Organic Materials.

E. Residue Disposal. Residue from the Processing of Organic Materials Collected under this Agreement at the Approved Organic Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

4.3 RESERVED

4.4 OTHER COLLECTION SERVICES

A. Used Motor Oil and Filters. Contractor shall Collect Residential Customers Used Motor Oil and Filters placed Curbside for Collection. Contractor shall not be required to Collect more than two and a half (2.5) gallons of Used Motor Oil and Filters per individual Dwelling Unit per week.

B. Holiday Tree. Contractor shall Collect all holiday trees properly placed Curbside by Single-Family and Multi-Family Customers fourteen (14) Calendar Days following Christmas Day, or such other days as agreed by City and Contractor, free of any additional charge to any Customer. Holiday trees shall be Transported to, and Processed at, the Approved Organic Materials Processing Facility. All holiday trees shall be Diverted and none shall be Disposed.

C. Sharps Waste Program. *{Note to proposers: proposers may propose alternative Sharps Waste Collection programs for consideration by City}* Contractor shall provide Single-Family and Multi-

Family Dwelling Unit Customers with a Sharps Waste home delivery program, upon request. Contractor shall deliver an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the Collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart, postage paid, container approved by the United States Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/ mailing kit per calendar year at no charge. Additional Sharps Waste containers/ mailing kits will be available for a fee by Contractor.

D. Battery and Cellphone Collection. Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Battery Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Battery Buckets within the Multi-Family complex, and will provide educational information and additional Battery Buckets within five (5) Working Days of a property manager or Owner's request.

E. Provision of Compost and Mulch. Contractor shall provide Compost and Mulch in accordance with the requirements outlined Exhibit B4.

F. Multi-Family Kitchen Pails. *{Note to proposers: this program is currently optional and may be implemented at City Council request}* Contractor shall provide, to all Multi-Family Dwelling Units, kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Container. Kitchen pail specifications shall be approved by City prior to ordering and distribution. During Implementation of the Agreement, each Multi-Family Dwelling Unit shall receive one kitchen pail at no additional cost. Contractor may charge Customers for additional or replacement kitchen pails.

G. Container Cleaning/Exchange Program. *{Note to proposers: this program is currently optional and may be implemented at City Council request}* Contractor shall implement a program to provide Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year).

4.5 SPECIAL EVENTS

Contractor shall provide Recyclable Materials and Organic Materials services to up to twenty (20) special events per Rate Period, at no cost to the event or City. Please see Exhibit B.5 for a tentative list of special events. Contractor shall provide the special event services upon thirty (30) calendar days advance request by City Contract Manager. Special event services include all of the following unless specifically waived in writing by City Contract Manager.

A. Event Collection Stations. Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials and Organic Materials at special events. Each event Collection

station shall include a separate Cart or event box for each of the Recyclable Materials and Organic Materials as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor shall provide liners/bags for the Carts or event boxes at the Collection stations and shall line the Carts or event boxes as a part of the station set-up. Collection stations shall include adequate signs and labeling.

B. Collection Station Monitors. Upon request, Contractor shall provide up to two (2) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart or event box. Contractor shall Transport materials contained in event Collection stations to Drop Boxes or Bins, which will subsequently be Collected by Contractor.

C. Drop Boxes or Bins. Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the City Contract Manager or event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing.

D. Public Education Booth. Upon request of either the event organizer or City Contract Manager, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting.

E. Reporting. Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Contract Manager and event organizer. The report should include, at a minimum: the number of event Collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Recyclable Materials and Organic Materials) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events requested by City in excess of the twenty (20) included at no additional charge and for special events not requested by City Contract Manager, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

4.6 PUBLIC EDUCATION AND OUTREACH

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in this Section 4.6 and Exhibit C. Contractor shall produce and distribute public education and outreach materials upon City request and contribute any remaining funds in Contractor's annual public education budget to City to support City's public education and outreach efforts.

A. Program Objectives. Contractor shall be responsible for designing and conducting a public education and outreach program, and the Contractor shall be responsible for the production and distribution of all materials under this program in accordance with this Agreement. City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, reuse, Recycling, Composting, Source Separation of Discarded Materials, and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include, but are not limited to: (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, Composting, and Source Separating Discarded Materials; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; (vii) encouraging Generators to purchase products/packaging made with Recycled content materials; and, (viii) instructing Generators on proper Disposal of Hazardous Waste and Sharps Waste.

The cumulative intended effect of these efforts is to reduce generation of Discarded Materials and, ultimately, Disposal of Discarded Materials by each Generator in the City, and Contractor agrees to support and not undermine or interfere with such efforts.

B. Contractor Public Education Requirements. Within forty-five (45) days after the execution of this Agreement, and annually thereafter, Contractor shall develop and submit an annual public education plan to City Contract Manager for approval. Contractor acknowledges that they are part of a multi-Party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor agrees to print, produce, and distribute education materials and conduct outreach based on the City's adopted programs and established design criteria, as detailed in Exhibit C, at no additional cost to ratepayers or City. Contractor shall obtain approval from the City Contract Manager on all Contractor-provided advertising, promotional, or service-related materials used within the City before publication, distribution, and/or release. City Contract Manager, in their sole discretion, shall have the right to deny the use of any materials or content or may request that Contractor include City identification and contact information on materials and Contractor's approval of such requests shall not be unreasonably withheld.

C. Non-English Language Requirements. Contractor shall make all public education and outreach materials required by this Section available in English, Spanish, Punjabi, and Hmong.

Upon City's request, Contractor shall provide materials in additional languages beyond those

specified in this Section in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

4.7 COMMERCIAL BILLING

Contractor's compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Contractor shall bill all Commercial Customers for Recyclable Materials service, Organic Materials service, and ancillary services in arrears monthly. Contractor shall be solely responsible for collecting billings at Rates set in accordance with Article 8. Rates shall not exceed sixty percent (60%) *{or other Rate as proposed by selected proposer}* of the Rate charged by City for similar Solid Waste Collection service. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited.

Contractor shall develop, maintain, and regularly update a Customer Account Information Database, which shall include but is not limited to:

- i. Customer name.
- ii. Phone number.
- iii. Service address.
- iv. Email address.
- v. Customer Service Levels, including:
 - a. Customer Service Levels exceptions.
 - b. Customer service waivers.

Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

Up to once per billing cycle, City may direct Contractor to attach inserts to Customer invoices. Contractor shall provide electronic bill inserts to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by City Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt") in accordance with this Section 4.7. Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies.

Monthly Customer invoices shall be due thirty (30) calendar days from the first day of the billing period. In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence, instructing the Customer that unpaid bills which become more than forty-five (45) calendar days delinquent may be assessed a one and one half percent (1.5%) late fee per month. Contractor shall provide a second written notice of delinquency to any account which becomes more than sixty (60) calendar days past due, and a third written notice of delinquency to any account which becomes more than ninety (90) calendar days past due. Should any account become more than one hundred and twenty (120) calendar days past due, Contractor may discontinue providing service to the Customer. No less than seven (7) calendar days prior to discontinuing service to a Customer, Contractor shall notify City Contract Manager of the address, Service Level, service frequency, and delinquent billing amount. Contractor may withhold service from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) month's billings at the Customer's Service Level.

If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for more than six (6) months, Contractor may not subsequently attempt to collect the under-charged amount for more than six months of service. If Contractor over-charges a Customer for a period of more than six (6) months, Contractor shall reimburse or credit the Customer for at least six months of the over-charged service, but is not required by this Agreement to reimburse or credit the Customer for more than six (6) months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than six (6) months of over-charges.

If a Customer reduces or cancels service during a billing cycle, the Customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of cancellations or reductions in the Customer's bill, or the date the service change was fulfilled, in the case of increases in the Customer's bill.

4.8 CUSTOMER SERVICE PROGRAM

4.8.1 Program Requirements

A. Office and Availability of Representatives. Contractor shall maintain throughout the Term of this Agreement an office within the City. A representative of Contractor who is knowledgeable of the service area, services, and Rates shall be available from 8 a.m. to 5 p.m. Monday through Friday for in-person communications with the public at the local office. Contractor shall maintain a local or toll-free telephone number which it shall publicize and maintain during office hours. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by City Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires,

blocked access, or property damage.

- B. Telephone.** Contractor shall secure, use, pay all costs incurred by, and maintain during the Term of this Agreement, a toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. Upon expiration or early termination of this Agreement, City shall retain the control of the toll-free phone number. Contractor shall provide City with a separate emergency telephone number for use by City Contract Manager outside normal business hours. Contractor shall have such contact representative available at the emergency telephone number during all hours other than normal office hours.

Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. Monday- Friday and shall have sufficient equipment in place and staff two (2) local representatives to be available to handle calls each day and maintain such telephone equipment capable of recording the responsiveness to calls. Contractor may choose to utilize non-local representatives to offset Customer wait times during periods of high call volumes Contractor's telephone system shall offer Customers who have been placed on-hold to opt to leave a voice message or receive a scheduled call-back, rather than remain on-hold. If Contractor's telephone Customer service performance falls below the performance standards established in Exhibit F, City shall have the right to require Contractor to increase its staffing levels and/or call handling capacity without any additional compensation to the Contractor. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Exhibit F. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 4:00 p.m. on a Working Day and shall provide a live call back by 12:00 p.m. of the following Working Day for any voice messages left after 5:00 p.m.

- C. Web Site and Email Access.** Contractor shall develop and maintain a web site that is accessible by the public and solely dedicated to the operations under this Agreement in the City. Contractor's web site shall include all Rates allowed to be charged under the Agreement, all public education and outreach materials produced and distributed under this Agreement, and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond the same day to all Customers who leave e-mail messages by 4:00 p.m. on a Working Day and shall respond by 12:00 p.m. of the following Working Day for any e-mail messages left after 5:00 p.m. Contractor may respond to Customer e-mails either via e-mail or phone.

4.8.2 Service Requests, Compliments, Complaints

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and Complaints. Contractor shall respond to all Complaints received in accordance with the requirements of Section 4.8.1.B, and 4.8.1.C. Complaints related to missed Collections shall be addressed in accordance with Section 4.8.3. Complaints related to repair or replacement of Carts or Bins, shall be addressed in accordance with Section 5.6.

Within ninety (90) days of the Effective Date, Contractor shall have a Complaint tracking and reporting system], and shall log all Complaints received orally or in writing. Said log shall include, at a minimum:

- A.** The date and time the Complaint was received;

715 B. Name, address and telephone number of complainant;

716 C. Description of Complaint;

717 D. Employee recording Complaint; and,

718 E. The action taken by Company to respond to and remedy Complaint.

719 All Complaints received before 4:00 p.m. shall be responded to that same day. All Complaints received
720 after 4:00 p.m. shall be responded to before 12:00 p.m. of the following Business Day.

721 Contractor shall retain daily logs of Complaints for a minimum of twenty-four (24) months and shall be
722 locally available to City at all times during this Agreement upon twenty-four (24) hour notice.

723 The log of Complaints shall be provided to the City in accordance with Exhibit D. At all times during this
724 Agreement, all Customer service records and logs kept by Contractor shall be available to City upon
725 (twenty-four) 24 hour notice and at no cost to City. City shall, at any time during regular Contractor
726 business hours, have access to Contractor's Customer service staff for purposes of monitoring the quality
727 of Customer service, researching Customer Complaints, or other matters related to Contractor's
728 performance under this Agreement.

729 Contractor shall notify Customers of this Complaint procedure at the time Customers apply for or are
730 provided service, and annually thereafter. Contractor may include an insert describing Contractor's
731 Complaint procedures in the City's billings.

732 **4.8.3 Missed Collections**

733 **A. Missed Collection Complaints.** When handling Customer Complaints related to missed or
734 incomplete Collections, Contractor shall not question or contest the Customer's claim that the
735 Collection was missed or incomplete, even in cases where the route driver recorded the
736 Container(s) in question as already "Collected" or "not out."

737 **B. Schedule for Resolution.** Contractor shall resolve every Customer Complaint of a missed or
738 incomplete Collection by returning to the Customer address and completing the Collection. For all
739 Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the
740 Contractor shall return to the Customer address and Collect the missed materials on the same
741 Working Day on which the missed Collection was reported. For those Complaints related to missed
742 Collections that are received after 3:00 p.m. on a Working Day, Contractor shall have until the end
743 of the following Working Day to resolve the Complaint.

744 Contractor shall not be required to return and complete a Collection in response to a Complaint if
745 the Contractor's driver has left a Non-Collection Notice in accordance with Section 4.11.

746 **C. Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their
747 Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the
748 Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the
749 Collection; and, (iii) requests that the Contractor return and Collect their Containers, Contractor
750 shall return to the Customer Premises and provide a courtesy Collection at no charge to the
751 Customer. Contractor is not required to provide more than three (3) courtesy Collections for
752 admitted late set-outs per Customer per calendar year. For Residential Customers, one (1) courtesy

Collection represents Collection of up to two (2) Carts (Recyclable Materials and Organic Materials) per incident. Contractor shall complete the courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by Contractor.

- D. Daily Missed Collection Report.** As described in Exhibit D, Contractor shall supply City with a daily report of missed Collections.

4.8.4 SB 1383 Non-Compliance Complaints

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit D. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit D.

Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit D.

4.9 EXTENDED PRODUCER RESPONSIBILITY PROGRAMS

- A. **General.** The City and the Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the services provided by the Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. The Contractor acknowledges and agrees that to the extent that such Extended Producer Responsibility Programs impose requirements on the City's Recyclable and Organics Collection programs that impact the services provided by the Contractor under this Agreement, those Extended Producer Responsibility Programs shall be considered "mandatory" for the Contractor and Contractor shall be required to participate. The Contractor further acknowledges that, because the Approved Recyclable Materials and Organic Materials Processing Facility(ies) accepts materials from the public that may be regulated by an Extended Producer Responsibility Program, the Contractor may be uniquely positioned to operate or participate in such programs in a "voluntary" capacity.

- B. **Change in Scope.** The City may require Contractor's compliance with, and participation in, existing and/or new mandatory Extended Producer Responsibility Programs that may include a modification to Exhibit B, to the extent that doing so is reasonably appropriate and does not violate the permits of the subject Facility(ies).

Any and all such City requests and/or requirements related to any mandatory or voluntary Extended Producer Responsibility Program shall be treated as a change in scope in accordance with Sections 3.5 and shall not be treated as a Change in Law

- C. **City's Rights to Solicit Proposals.** The City may, from time-to-time, request that the Contractor initiate or participate in an Extended Producer Responsibility Program; provided, however, that the Contractor acknowledges and agrees that the City is under no obligation to request any such proposal from the Contractor. Furthermore, the Contractor acknowledges and agrees that, at any

time during the Term of this Agreement, the City may solicit proposals from other Persons related to Extended Producer Responsibility Programs and may permit other Persons besides Contractor to provide such services and that nothing herein shall prevent the City from also soliciting cost and operating information from other Persons in order to inform the City's evaluation of any Contractor-provided proposal.

- D. **City Requested Proposal.** If the City requests an Extended Producer Responsibility Program proposal from Contractor under this Section, the Contractor shall be required to seek out and coordinate with the applicable Stewardship Organization designated for the applicable program and shall describe such partnership in its proposal or provide information about an alternative program that Contractor wishes to participate in to divert such material(s) that meets the requirements of the voluntary Extended Producer Responsibility Program; these requirements are in addition to the requirements provided in Section 3.5. The City's written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the Public Utilities Director to be reasonably necessary. The City shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate the Contractor's proposal for reasonableness and to evaluate Contractor's ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, Contractor shall consider in good faith the City's request to enact the voluntary Extended Producer Responsibility program, unless the Contractor can demonstrate significant barriers that would make providing such services impracticable and/or that Contractor is already diverting the applicable material(s) at the time of the City's request. The Contractor shall express any objections or concerns during the meet-and-confer period and Contractor shall provide evidence of such barriers and/or current diversion operations in Contractor's proposal. Such information will be further reviewed by the City.

- E. **Record Keeping and Reporting.** Throughout the Term of this Agreement, the Contractor shall maintain records of all funding or other resources the Contractor receives directly or indirectly through an Extended Producer Responsibility Program. The Contractor shall inform and report to the City as part of Contractor's obligations under Exhibit D and shall calculate and demonstrate the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the City as either a direct payment sent to the City within thirty (30) Days after Contractor's receipt of funds or as a reduction to the Contractor's Compensation in accordance with Article 8, at the City Public Utilities Director's sole discretion. The Contractor shall include copies of invoices or receipts with the applicable Stewardship Organization with its payment, as appropriate, regardless of whether the City is aware of such funding or other resources have been received by the Contractor.

The Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs as provided in Article 6 and report such information to the Authority in accordance with Exhibit D or as otherwise requested by the Public Utilities Director.

4.10 SERVICE EXEMPTIONS

4.10.1 Reserved

4.10.2 Commercial and Multi-Family Customer Waivers

A. General. City may grant waivers described in this Section to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

B. Types of Generator Waivers

1. De Minimis Waivers. City may waive a Commercial business' or Multi-Family property's obligation to comply with Organic Materials requirements set forth in this Agreement, SB 1383, and of the Municipal Code if the Generator provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

a. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste; or,

b. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. City may waive a Commercial or Multi-Family Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and the Municipal Code if the Commercial or Multi-Family Generator provides documentation, or City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.

C. Contractor Review of Waiver Requests. Generators may submit requests for de minimis waivers and physical space waivers to City and/or to Contractor. Contractor shall within seven (7) Working Days of receipt of City's or Generator's request inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City in a timely manner, not to exceed three (3) Business Days after the date of inspection. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit D.

D. Service Level Updates. When City grants a waiver to a Customer, or a Customer's waiver status changes after a re-verification determination, City shall notify Contractor within seven (7) days of the waiver approval or status change with information on the Customer and any changes to Service Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Service Level, Customer account data, and billing statement, as needed.

E. Waiver Re-verification. Upon request of City, Contractor shall support City in this re-verification Process by inspecting the Generator's Premises to verify the continuing applicability of the waiver. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City in a timely manner, not to exceed three (3) Business Days after the date of inspection. City ultimately retains the right to approve or deny any application, regardless of the information provided by the Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit D. In the event that a waiver status changes, Contractor shall update the Customer's information and Service Level in accordance with subsection 4.10.2.D above.

4.10.3 Contractor Service Exemptions

A. Disaster Waivers. In the event of a disaster, City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 3.5.

B. Quarantined Waste. If approved by City, Contractor may Dispose of, rather than Process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the materials to the Approved Facilities for such material.

In accordance with Exhibit D, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this subsection.

4.11 CONTAMINATION MONITORING

4.11.1 Annual Route Reviews

A. Methodology. Contractor shall, at its sole expense, conduct route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by City; and results in all routes being reviewed at least annually.

Contractor's route review shall include all Container types in service (Recyclable Materials and Organic Materials) for all Customer Types.

Contractor shall develop a specific route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the

coming year to City no later than December 1 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. City, with potential input from CalRecycle, will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall work collaboratively with City Contract Manager to confirm a reasonable schedule of each scheduled Route review in line with City's normal business hours, and location(s).

B. Contamination Notification. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a notice of contamination in the form of either a Courtesy Pick-Up Notice or a Non-Collection Notice as determined by the Contractor.

C. Courtesy Pick-Up Notice. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a Courtesy Pick-Up Notice attached or adhered to the Generator's contaminated Container(s).

The courtesy pick-up notification shall, at a minimum:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants.
2. Include the date and time the Prohibited Container Contaminants were observed.
3. Include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container.
4. Inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination Processing fees and/or issue a Non-Collection Notice in the future.
5. Include photographic evidence. Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Courtesy Pick-Up Notice attached to the Generator's Contaminated Container(s).

The format of the Courtesy Pick-Up Notice shall be approved by the City Contract Manager and must be a distinct color from the Non-Collection Notices.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Approved Disposal Facility.

D. Non-Collection Notices

1. Non-Collection Notice. Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor

shall provide a Non-Collection Notice to the Generator attached or adhered to the Generator's contaminated Container(s).

The Non-Collection Notice shall, at a minimum:

- a. Inform the Customer of the reason(s) for non-Collection.
- b. Include the date and time the notice was left or issued.
- c. Describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination.
- d. Describe that the Container(s) may be Collected as Solid Waste for an additional charge.
- e. Include photographic evidence of the violation(s). Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Non-Collection Notice attached to the Generator's Contaminated Container(s).

2. Contractor Return for Collection. Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

E. Assessment of Contamination Processing Fees. If Contractor observes twenty percent (20%) or more Prohibited Container Contaminants and has issued three (3) Courtesy Pick-Up Notice or Non-Collection Notices within a calendar year, as appropriate, the Contractor may impose a contamination fee approved by City for that Customer's Service Level. The intent of Contamination Fees is to provide a behavioral tool to educate and prevent Customers from placing Source Separated Discarded Materials into the improper designated Container(s). To ensure that assessment of fees are to be used for the intended purposes and not as a form of revenue generation, Contractor agrees that Contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment of Contamination fees shall be suspended immediately and indefinitely pending a program assessment by City and Contractor. Upon program suspension or at the request of City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: i) modify the program parameters; ii) modify the amount of the Contamination fee; or, iii) return to City any funds generated by the Contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time.

Contractor shall leave a Contamination Processing Fee Notice attached to the Generators' contaminated Container(s). Contractor must also deliver notice by mail to the bill-payer's address within twenty-four (24) hours of assessing the contamination fee.

1. Contamination Processing Fee Notice. Contamination Processing Fee Notices shall be in a format approved by City Contract Manager. Contractor shall notify City in its monthly report of Customers for which contamination Processing fees were assessed per Section 4.11.1(F).

Each Contamination Processing Fee Notice shall, at a minimum:

- a. Describe the specific material(s) of issue.
- b. Explain how to correct future set outs.
- c. Indicate that the Customer will be charged a contamination Processing fee on their next bill.

F. Reporting Requirements.

Monthly, quarterly, and annual reporting requirements associated with contamination monitoring are detailed in Exhibit D.

4.11.2 Waste Characterization Studies

- A. Recyclable Materials.** Contractor shall, at its sole expense, design and perform Recyclable Materials characterization studies at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Recyclable Materials, stratified across no fewer than three (3) distinct days of service, from the City at the Approved Recyclable Materials Processing Facility. The methodology must be approved by the City Contract Manager in writing prior to Contractor conducting such a study.

- B. Organic Materials.** Contractor shall, at its sole expense, design and perform waste characterization at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Organic Materials, stratified across no fewer than three (3) distinct days of service, from City at the Approved Organic Materials Processing Facility. The methodology must be approved by City Contract Manager in writing prior to Contractor conducting such a study.

- C. Scheduling and Observation of Studies.** Contractor shall, no later than July 15th of each calendar year, provide City with a proposed methodology for each type of study and a schedule of studies for the upcoming Rate Year for review and approval by City. City shall be notified at least thirty (30) days in advance of each study and City, or City's designated third party, maintains the right to observe all aspects of the study. The studies shall be scheduled within City's normal business hours, and City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by City.

- D. Recordkeeping and Reporting.** Contractor shall maintain records of each study conducted and report results directly to City within fourteen (14) days of completing the.

- E. General.** Pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, City

is responsible for developing and implementing a Food Recovery program in the City. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the City.

ARTICLE 5. STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees.

5.2 OPERATING HOURS AND SCHEDULES

A. Hours of Collection. To preserve peace and quiet, and minimize theft of Recyclable Materials and Organic Materials, the Company shall schedule no Collections from any Premises on any day earlier than 6:00 a.m. or later than 6:00 p.m. provided, however, that City may, at its sole discretion, change the Collection time as required by the needs of the Customers or Contractor.

B. Changes in Collection Routes. For Residential Collection services, Contractor shall perform Collection of Recyclable Materials and Organic Materials on the same day as the City's Solid Waste Collection. If City needs to revise any Residential Solid Waste Collection routes, City will notify Contractor and Contractor shall revise their Recyclable Materials and Organic Materials routes to match.

Prior to the Commencement Date of this Agreement, Contractor shall provide City with route maps for Commercial routes identifying at a minimum: the type of route (e.g., Recyclable Materials or Organic Materials). City shall either approve or deny proposed standard Commercial Collection routes. If City denies any standard Collection routes, Contractor may request a meet and confer with City Contract Manager to discuss potential options. City Contract Managers decision shall be final with respect to any routing changes that may impact the day of service of any Customer.

C. Holiday Collection. Collection of Recyclable Materials and Organic Materials shall be made on all holidays that fall on a day of service with no exception.

5.3 COLLECTION STANDARDS

A. Servicing Containers. Contractor shall Collect and return each Container to the location where the Occupant placed the Container for Collection. Contractor shall place the Containers upright with lids properly secured. For Customers other than Single-Family Residential Customers, Contractor shall, without additional charge to the Customer, pull or push Containers up to twenty-five (25) feet from the location where the Occupant placed the Container for Collection to the Collection vehicle for service.

Contractor, at the request of Customers, may provide special services including: (i) unlocking

1063 Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers
 1064 distances greater than twenty-five (25) feet. Contractor may charge Customers for such extra
 1065 services at the Rates approved by City for such services.

1066 Contractor shall guarantee complete Curbside Recyclable Materials and Organic Materials
 1067 Collection service on each route on each day of Collection service. Liquidated Damages may be
 1068 assessed by City, against Contractor for failure to Collect Recyclable Materials and/or Organic
 1069 Materials which have been properly set out for Collection.

1070 If Contractor fails to Collect Recyclable Materials Containers or Organic Materials Containers from
 1071 Customers within twenty-four (24) hours of receiving notification of the missed pickups, City shall
 1072 have the right to Collect such Containers and Contractor shall reimburse City for the reasonable
 1073 costs incurred to Collect such Containers.

1074 **C. Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for
 1075 Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any
 1076 materials are spilled or leaked during Collection and Transportation, Contractor shall clean up all
 1077 spills or leaks before leaving the site of the spill. In the event that Contractor refuses to clean up
 1078 spills or leaks, City may withhold compensation in a reasonable amount that is required to cover
 1079 City's costs of cleaning up the spill or leak.

1080 Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is
 1081 necessary to do so because of mechanical failure, combustion of material in the truck, or
 1082 accidental damage to a vehicle.

1083 Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials
 1084 to the Approved Facility.

1085 Contractor shall conduct public outreach to Customers on best management practices for litter
 1086 abatement at no extra charge. Such best management practices include, without limitation:

1087 1. Closing Container lids and right sizing service: Contractor staff will tag overfull Containers
 1088 with Courtesy Pick-Up Notices, which will serve as outreach and education to the Customer.
 1089 Photos of the Container will be taken by drivers, attached to the Customer's account, and
 1090 will be available to outreach and Customer service staff in order to demonstrate to the
 1091 Customer where a problem exists.

1092 2. Driver training on litter reduction techniques and litter removal best management
 1093 practices.

1094 3. Affixing signage to the back of Contractor trucks which provides a phone number for
 1095 residents to report material spills.

1096 **D. No Commingling of Materials.** Contractor shall Collect materials generated in the City in
 1097 Collection vehicles separately from other materials generated outside the City service area, unless
 1098 otherwise approved by City Contract Manager. Contractor shall not commingle materials which
 1099 have been Source Separated with other materials types (for example, Source Separated
 1100 Recyclable Materials which have been properly placed for Collection shall not be combined with
 1101 Source Separated Organic Materials).

5.4 TRANSFER AND PROCESSING STANDARDS

5.4.1 Equipment and Supplies

{Note to proposers: This section will be updated if proposers do not own the Approved Processing Facilities.} Contractor shall equip and operate the Approved Processing Facilities in a manner to fulfill Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved Processing Facilities as needed to fulfill Services under this Agreement.

Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Processing Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment at its own cost and expense.

5.4.2 Scales and Weighing

{Note to proposers: This section will be updated if proposers do not own the Approved Processing Facilities.} Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the Approved Processing Facilities.

A. Facility Scales. Contractor shall maintain State-certified motor vehicle scales in accordance with Applicable Law. All scales shall be linked to a centralized computer recording system at the Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall as necessarily estimate the Tonnages of materials delivered to and Transported from the Approved Processing Facilities, based on delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting.

B. Tare Weights. No less than thirty (30) calendar days prior to the Commencement Date, Contractor shall ensure that all vehicles used by Contractor to deliver Recyclable Materials and Organic Materials to the Approved Processing Facilities are weighed to determine unloaded ("tare") weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of a City request, and shall re-tare vehicles immediately after any major maintenance or service event.

C. Testing. Contractor shall test and calibrate all scales in accordance with Applicable Law.

D. Records. Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.

1143

1144 5.5 COLLECTION VEHICLE REQUIREMENTS

1145 **A. Vehicle Requirements.** Contractor shall provide a fleet of Collection vehicles sufficient in number
1146 and capacity to efficiently perform the work required by the Agreement in strict accordance with
1147 its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection
1148 vehicle used to respond to scheduled and unscheduled maintenance, service requests, Complaints,
1149 and emergencies.

1150 1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or
1151 overflow. All such vehicles shall meet On-Road Heavy Duty Vehicle emissions requirements
1152 for model year 2020, regardless of the actual model year of Contractor's vehicles, and
1153 generally comply with all Federal, State, and local laws and regulations. Contractor's vehicles
1154 shall utilize Recycled motor oil to the extent practicable.

1155 2. Collection vehicles shall present a clean appearance while providing service under this
1156 Agreement.

1157 **B. Vehicle Display.** Contractor's name and local telephone number shall be displayed on all vehicles in
1158 at least four (4) inch characters. Vehicles shall be equipped with sign board holders or other
1159 hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches
1160 to be displayed on both sides of the vehicle. At City's request, Contractor shall allow City-related
1161 promotional ads to be placed on Collection vehicles operating in the City. Contractor shall be
1162 responsible for installing the logo or promotional advertisements.

1163 **C. Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is
1164 operating properly. Vehicles that are not operating properly shall be taken out of service until they
1165 are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles
1166 and equipment for which repairs are needed because of accident, breakdown or any other cause so
1167 as to maintain all equipment in a safe and operable condition. City Contract Manager may inspect
1168 vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine
1169 compliance with sanitation requirements.

1170 **D. Vehicle Operations.** All Collection operations shall be conducted as quietly as possible and shall
1171 conform to applicable Federal, State, County, and City noise level regulations, including the
1172 requirement that the noise level during the stationary compaction process not exceed sixty (60)
1173 decibels with the exception of sixty-five (65) decibels for one (1) minute duration. All decibel
1174 readings shall be based on a distance of ten (10) feet from any part of the Vehicle. City may request
1175 Contractor to check any piece of equipment for conformance with the noise limits in response to
1176 Complaints and/or when City Contract Manager believes it is reasonable to do so.

1177 **E. Applicable Law.** All collection vehicles shall comply at all times with Applicable Law, including but
1178 not limited to California Air Resources Board ("CARB") Truck and Bus Regulation (13 CCR 2025) and
1179 advanced clean fleets regulation (13 CCR 1963-1963.5 and 2012-2012.2), including any
1180 modifications, administrative or legal determinations, and amendments thereto. The Parties
1181 acknowledge the requirements of the advanced clean fleets regulation adopted by the CARB in 2023
1182 and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500
1183 pounds and light-duty package delivery vehicles operated in California may be subject to the CARB

advanced clean fleets regulations. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer, and comply Applicable Law. Contractor is aware that the advanced clean fleets regulation is a current State Law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment to transition to a zero-emission fleet; all costs associated therewithin shall not burden the City disproportionately to other jurisdictions or agencies serviced by the Contractor or its affiliates, and if Contractor expands its fleet as a result of new, expanded, or extended service Contractors or an expansion into new market areas, the City shall benefit proportionately from that expansion of services and impacts on Contractor's fleet.

5.6 CONTAINER REQUIREMENTS

A. Containers Provided to Customers. On or before the Commencement Date, Contractor shall provide Customers receiving Bin service with refurbished or like-new Bins as requested by the Customer to meet its desired Service Level. On or before the Commencement Date, Contractor shall provide Commercial Customers receiving Cart service with refurbished or like-new Carts as requested by the Customer to meet its desired Service Level. Contractor shall provide Containers to new Customers requesting service initiation within three (3) Working Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be refurbished or like-new, and shall comply with the Container standards set forth in the Section. All Containers shall display the Contractor's name, telephone number described in Section 4.8.1, website, capacity (yards or gallons) and some identifying inventory or serial number. Contractor shall cooperate with the previous City Collection contractor to ensure that all existing Bins are replaced with Contractor-provided Containers within thirty (30) calendar days following the Commencement Date.

B. Container Standards

1. All Carts shall be manufactured by injection or rotational molding methods. 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. Carts provided to Customer shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to City.
2. 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.

- 1226 3. Carts shall be resistant to common household or Residential products and chemicals; human
1227 and animal urine and feces; and, airborne gases or particulate matter currently present in the
1228 ambient air of the Service Area.
- 1229 4. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal
1230 regulations for Bin safety and be covered with attached lids.
- 1231 5. Contractor shall obtain City's written approval of Container material, design, colors, labeling,
1232 and other specifications before acquisition, painting, labeling, or distribution occurs.
- 1233 7. Container lids shall be designed such that the follow requirements are met:
- 1234 a. Prevents the intrusion of rainwater and vectors;
- 1235 b. Prevents the emissions on odors;
- 1236 c. Enables the free and complete flow of material from the Container during the dump
1237 cycle without interference with the material already deposited in the truck body or the
1238 truck body itself and its lifting mechanism;
- 1239 d. Permits users of the Cart to conveniently and easily open and shut the lid throughout
1240 the serviceable life of the Cart;
- 1241 e. Hinges to the Cart body in such a manner to enable the lid to be fully opened, free of
1242 tension, to a position whereby it may rest against the backside of the Cart body;
- 1243 f. Prevents damage to the Container body, the lid itself, or any component parts through
1244 repeated opening and closing of the lid by Generators or in the dumping process as
1245 intended;
- 1246 g. Remains closed in winds up to twenty-five (25) miles per hour from any direction. All lid
1247 hinges must remain fully functional and continually hold the lid in the original designed
1248 and intended positions when either opened or closed or any position between the two
1249 (2) extremes; and,
- 1250 h. Designed and constructed such that it prevents physical injury to the user while opening
1251 and closing the Cart.
- 1252 8. Containers shall be stable and self-balancing in the upright position, when either empty or
1253 loaded to its maximum design capacity with an evenly distributed load, and with the lid in
1254 either a closed or an open position. Containers shall be capable of maintaining upright
1255 position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from
1256 any direction.
- 1257 9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an
1258 evenly distributed load equal in weight to its maximum design capacity on a level, sloped or
1259 stepped surface.

1260 10. All such Containers shall be one hundred percent (100%) Recyclable at the end of their useful
1261 life.

1262 11. All Containers shall be designed and constructed to be watertight and prevent the leakage of
1263 liquids.

1264 **C. Container Colors.** Contractor shall provide all Customers with Collection Containers that comply
1265 with the Container color requirements specified in this Section 5.6, or as otherwise specified in
1266 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. Colors
1267 shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and
1268 the lids and bodies shall be uniform for each Container type, as follows:

1269 1. Recyclable Materials Container bodies and lids shall be blue.

1270 2. Organic Materials Container bodies and lids shall be green.

1271 Hardware such as hinges and wheels on the Containers may be a different color than specified
1272 above. All Containers shall comply with these color requirements..

1273 **D. Container Labeling.** All markings on the Containers shall be approved by the City in advance of
1274 ordering such Containers. On the lid of each Cart, and the body of each Bin and Drop Box,
1275 Contractor shall label the ultimate destination of such materials as follows: for Recyclable
1276 Materials (including Cardboard, mixed paper, metal, etc.); and, "COMPOST" for Organic Materials
1277 (including Food Waste, Yard Trimmings, wood waste, etc.). On the body of each Cart, Bin, and
1278 Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for
1279 Bins and Drop Boxes). Container body labeling shall be positioned on the side of each Container
1280 so it is visible to the Customer at all times.

1281 Carts shall have positional marking in the form of an arrow (at least three (3) inches by five (5)
1282 inches) hot stamped in white color on the Cart lid, indicating the direction of Cart placement; and,
1283 in character size of no less than three sixteenths (3/16) inches, the phrase: "PLACE CART WITH
1284 ARROW FACING STREET FOR COLLECTION."

1285 All new Carts shall include a high-quality educational information label using in-mold technology,
1286 such that all labeling shall be integral to the lid, though the use of injection molding, and shall not
1287 be affixed to any part of the Cart or lid using adhesives. Notwithstanding the provisions of this
1288 Section, or the requirements of SB 1383, the in-mold lid label shall, at a minimum, include for each
1289 Container: primary materials accepted; primary materials prohibited; a clear indication of
1290 Prohibited Container Contaminants for that Container type, acceptable materials; prohibited
1291 materials; notification forbidding Hazardous Waste and describing proper Disposal thereof;
1292 notification forbidding scavenging (through words and international symbols) and describing the
1293 penalties therefore under California law or City Resolution; information about the Collection
1294 program; and, the City's name and logo. Subject to City approval, Contractor shall display City's
1295 name, website, and Contractor's designated telephone number using labels, decals, or other
1296 approved method. Upon expiration or early termination of this Agreement, Contractor shall
1297 transfer access and rights of such phone number and website to the City.

1298 **E. Repair and Replacement of Containers; Inventory.** Contractor shall be responsible for repairing
1299 or replacing Contractor-provided Containers when Contractor determines the Container is no

1300 longer suitable for service, or when City or a Customer requests replacement of a Contractor-
 1301 provided Container that does not properly function, leaks, is damaged, or is otherwise not fit for
 1302 service. Contractor shall be responsible for acquiring and providing the replacement Containers.
 1303 Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days
 1304 of Customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle,
 1305 hardware, and other component parts shall be readily repairable by Contractor personnel. All
 1306 repairs must restore the Container to its full functionality to meet the design and performance
 1307 requirements as set for herein.

1308 Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer
 1309 requests for service, requests for change in Service Levels (size, type, or number of Containers)
 1310 from current subscribers, and requests for replacement due to damage.

1311 Contractor shall provide to Commercial Customers at least one (1) free Cart replacement
 1312 throughout the Term of this Agreement, upon Customer request. If a Customer requests more
 1313 than one (1) Container replacement, Contractor shall make Containers available at the City-
 1314 approved Rate for such services. In addition, Commercial Customers may also request one (1)
 1315 Container size exchange per Rate Period at no charge. All such Containers shall be provided within
 1316 three (3) Working Days of request.

1317 City will charge the Contractor for replacement of all lost City-provided Recyclable Materials and
 1318 Organic Materials Carts. For Multi-Family Customers (centralized Collection) and Commercial
 1319 Customers, Collection shall be provided in Contractor-provided 96-gallon Carts or 1-6 cubic yard
 1320 Bins at a frequency agreed upon between the Customer and the Contractor {Note to proposers:
 1321 language can be modified to include reference to a smaller Organic Materials Cart, if proposed}.

1322 **F. Maintenance, Cleaning, Painting.** All Commercial Containers shall be maintained in a safe,
 1323 serviceable, and functional condition, and present a clean appearance. Contractor shall repair or
 1324 replace all Commercial Containers damaged by Collection operations in accordance with
 1325 standards specified in Section 5.6., unless damage is caused by Customer's gross negligence, in
 1326 which case, the Customer will be billed for repair or replacement of Container at a City-approved
 1327 Rate for such service. All Containers shall be maintained in a functional condition.

1328 Contractor shall provide Container cleaning services pursuant to Section 4.4.G.

1329 Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by
 1330 Contractor or notice by City or a Customer if such graffiti includes any written or pictorial
 1331 obscenities and otherwise within a one (1) week period.

1332 Upon request from City Contract Manager, Contractor shall provide City with a list of Containers
 1333 and the date each Container was painted and maintained.

1334 **G. City Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement,
 1335 all Containers purchased and put into service at Customer Premises during the Term of the
 1336 Agreement shall become property of the City at no cost to the City if such Containers are fully
 1337 depreciated. All Containers, and Compactors purchased and put into service at Customer
 1338 Premises during the Term of the Agreement that have not been fully depreciated shall be available
 1339 to the City, at the City's option, at a cost reflecting the net book value.

At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in such case, the Containers, and Compactors shall remain the property of the Contractor upon the date of this Agreement's expiration or earlier termination. In such case, Contractor shall be responsible for outstanding depreciation and for removing all Containers, and Compactors in service from the Premises within fourteen (14) Working Days of the expiration date or early termination date of this Agreement or within a different timeframe mutually agreed to by the Parties. Contractor shall arrange for reuse or Recycling of Containers, and Compactors removed from the City.

5.7 PERSONNEL

A. General. Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from Customers or members of the public.

B. Hiring of Displaced Employees. Contractor is aware of and shall comply with the requirements of and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of employment to any displaced employees resulting from a change in service provider, if any, resulting from this Agreement or upon the expiration of this Agreement.

The minimum staffing positions to be provided by Contractor to perform the services described herein to the City are identified in Exhibit H. Failure to consistently maintain these staffing levels, by position, during the Term of the Agreement shall be considered a material breach.

C. Driver Qualifications. All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

D. Safety Training. Contractor shall provide suitable operational and safety training for all employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to Collect, Excluded Waste. Upon City Contract Manager's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

E. Designated Staff.

1. Contractor's Government Liaison. Contractor shall designate at least one (1) qualified local employee as City's primary point of contact with Contractor who is principally responsible for administering the Agreement (submitting reports, attending recurring meetings, etc.) and whose time is fully dedicated to City. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

2. Contractor's Service Liaison. Contractor shall designate at least one (1) qualified employee

as City's primary point of contact with Contractor responsible for Collection operations and resolution of service requests and Complaints. The designated Service Liaison will devote at least fifty percent (50%) of their time in the City in the field checking on Collection operations, including responding to City requests, inquiries, and Complaints.

3. Diversion Coordinator. Contractor shall provide one (1) full-time Diversion Coordinator who is solely dedicated to City and shall not perform any work related to other jurisdictions, proposals, or business functions of Contractor. Contractor shall hire the Diversion Coordinator in advance of the Commencement Date and the Diversion Coordinator shall assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine Service Levels. The duties of the Diversion Coordinator will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantial as proposed by Contractor in Exhibit G, Contractor's Proposal and in Exhibit C, Public Education and Outreach Requirements. The Diversion Coordinator shall be a full-time, regular, professional position, compensated in accordance with the wages shown in Contractor's Proposal for such a position. Contractor acknowledges that the Diversion Coordinator role is not intended to be an internship, or entry-level role. City may also employ corresponding staff members who will work in partnership with Contractor's Diversion Coordinator, and the Contractor's Diversion Coordinator shall cooperate and share information openly with such City employee.

In the event that Contractor fails to provide the required number of full-time equivalent Diversion Coordinator for more than two (2) months, Contractor shall remit to City ten thousand dollars (\$10,000) per un-provided employee for every month (in excess of two months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit E. Contractor shall remit such payment within fifteen (15) Business Days of a written request by City. The intent of this payment is for the City to utilize the funds to separately procure equivalent public education services and ensure the contractually agreed upon levels of technical assistance and outreach to Customers.

- F. **Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement and as described in Exhibit G under Contractor's proposal. Contractor shall notify City of any changes in Contractor's staff described in Exhibit G to be assigned to perform the services required under this Agreement. City Contract Manager shall retain the right to request a reassignment of any designated staff members in Section 5.7.E who are assigned to perform services under this Agreement.

Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, City may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this

Agreement, and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

5.8 EXCLUDED WASTE INSPECTION AND HANDLING

A. Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Excluded Waste Identified During Collection. If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, Contractor shall, before leaving the Premises, leave Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Fire Department.

C. Response to Excluded Waste Identified At Processing or Disposal Facility. Materials Collected by Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

5.9 CONTRACT MANAGEMENT

Consistent with Section 12.10, the City Contract Manager shall monitor and administer this Agreement. Contractor shall designate an employee to serve as Contractor's Government Liaison(s), to be responsible for working closely with the City Contract Manager in the monitoring and administration of this

Agreement. Contractor's Government Liaison shall not be involved in the management, operations, administration, marketing, or other activities of Contractor other than under this Agreement and up to one (1) other community's franchise agreement. Contractor shall be responsible for notifying the City Contract Manager of such other community and any change in assignments.

Contractor's Government Liaison shall meet and confer with City Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective manner that is consistent with the stated objectives of this Agreement.

City Contract Manager and Contractor's Government Liaison shall hold contract management meetings monthly or at such other frequency as designated by City Contract Manager. This meeting is intended to review the status of Contractor's implementation of programs and services required under this Agreement, coordinate shared efforts between the Parties, and such other agenda items as are deemed appropriate by the Parties for such meetings.

From time to time, City Contract Manager may designate other agents of City to work with Contractor on specific matters. In such cases, those individuals should be considered designees of City Contract Manager for those matters to which they have been engaged. Such designees shall be afforded all of the rights and access granted thereto. In the event of a dispute between City Contract Manager's designee and Contractor, City Contract Manager's determination shall be conclusive.

In the event of dispute between City Contract Manager and Contractor regarding the interpretation of or the performance of services under this Agreement, City Contract Manager's determination shall be conclusive except where such determination results in a material impact to Contractor's revenue and/or cost of operations. In the event of a dispute between City Contract Manager and the Contractor results in such material impact to Contractor, the provisions of Section 10.9 shall apply. For the purposes of this Section, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's annual Gross Receipts under this Agreement.

City Contract Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request.

5.10 RESERVED

5.11 LOCAL PURCHASING PREFERENCE

Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and supplies used in connection with this Agreement from local vendors within the City, County, or State (and in that order of preference). At a minimum, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any and all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

5.12 DIVERSION REQUIREMENTS

Contractor shall maintain at least fifty percent (75%) Diversion of Recyclable Materials and Organic

1502 Materials Collected in the City by Contractor. The Diversion percentage shall be calculated as total Tons
1503 Diverted divided by total Tons Collected. Total Tons Diverted does not include Processing Residue that is
1504 Disposed.

1505 **ARTICLE 6.**

1506 **RECORD KEEPING AND REPORTING**

1507 **6.1 RECORD KEEPING**

1508 Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational,
1509 programmatic, and other records, and associated documentation, related to its performance as shall be
1510 necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance
1511 with this Agreement and Applicable Law. Unless otherwise required in this Article, Contractor shall retain
1512 all records and data required to be maintained by this Agreement for the Term of this Agreement plus five
1513 (5) years after its expiration or earlier termination. Records and data shall be in chronological and
1514 organized form that is readily and easily interpreted to facilitate the flexible use of data to structure
1515 reports. Contractor's records shall be stored in one central location, physical or electronic, that can be
1516 readily accessed by Contractor. Upon request, any such records shall be retrieved in a timely manner, not
1517 to exceed five (5) Working Days of a request by City Contract Manager, and made available to City Contract
1518 Manager; including any record or documentation that City, in their sole discretion, may deem necessary,
1519 for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826,
1520 AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.

1521 Contractor shall maintain adequate record security to preserve records from events that can be
1522 reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records
1523 shall be protected and backed-up. City reserves the right to require the Contractor to maintain the records
1524 required herein using a City-selected web-based software platform, at Contractor's expense. To the extent
1525 that Contractor utilizes its computer systems to comply with record keeping and reporting requirements
1526 under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting
1527 those record keeping and reporting requirements in a static format in order to provide an audit trail for
1528 all data required by City, as requested, under this Agreement.

1529 At a mutually agreed upon time during normal business hours, but within five (5) Work Days of a written
1530 request, Contractor shall provide to City the Contractor's data and records with respect to the matters
1531 covered by this Agreement and Applicable Law. Contractor shall permit City, or its designee, to audit,
1532 examine, and make excerpts or transcripts from such data and records, and make copies of all data
1533 relating to all matters covered by this Agreement and the Applicable Law. Contractor shall maintain such
1534 data and records in an accessible location and condition for a period of not less than five (5) years
1535 following City's receipt of final payment under this Agreement unless City agrees in writing to an earlier
1536 disposition. Contractor agrees that all data regarding business operations, Customer lists, routing,
1537 Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and
1538 work force and bargaining agreements, do not constitute Proprietary Information or Trade Secrets and
1539 shall be made available to City Contract Manager or their designee upon request and within the timelines
1540 required by this Section 6.1. City is subject to the California Public Records Act (Government Code section
1541 6250, *et. seq.*) and nothing in this Agreement is intended to impair City's requirements or obligations
1542 under that Act.

1543 City views its ability to defend itself against Comprehensive Environmental Response, Compensation and

Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials and Organic Materials are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit daily, monthly, quarterly, and annual reports as scheduled in Exhibit D, with all data and information described in Exhibit D, unless otherwise specified under this Agreement.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City Contract Manager, in their sole discretion. City Contract Manager may, from time to time during the Term, review, and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to City Contract Manager electronically using file formats and software acceptable to the City. City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-selected web-based software platform, at the Contractor's expense.

City reserves the right to require Contractor to provide additional reports or documents as City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

6.3 PERFORMANCE REVIEW AND AUDIT

City may request, and Contractor shall cooperate with a request for, a performance review once every three (3) years during the Term of this Agreement, to verify that Contractor has fulfilled its operational obligations under this Agreement. Notwithstanding the foregoing, Contractor shall cooperate with performance reviews more frequently than once every three (3) years if a deficiency of performance or contractual obligation is identified; this exemption applies only to performance or contractual obligations that are identified as deficient or non-compliant. The purpose of such review and audit shall be, without limitation, to review Complaints, billings, and fee payments to City, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, direct services provided to Customers as described in Exhibit B, public education and outreach required in Exhibit C, recordkeeping and reporting as required in Exhibit D, and performance standards established in Exhibit F).

City may choose to enlist professional service providers to perform such review and audit, and Contractor shall be required to pay City's actual costs for such services up to ninety thousand dollars (\$90,000) per review (such amount shall be adjusted annually by the annual percentage change in CPI-U, calculated in accordance with Exhibit E). Contractor may not influence or control City's selection of professional service providers nor the specific review items covered by the review. Contractor shall cooperate with City and its agents during the review and audit process. If any noncompliance with the Agreement is found, City may direct Contractor to correct the inadequacies in accordance with Article 10 of this Agreement.

At City's sole option, with at least thirty (30) calendar days written notification to Contractor, it may conduct a public hearing at which Contractor shall be present and shall participate, to review Contractor's performance, quality of service, and evaluation of technological and regulatory changes. The reports required by Exhibit D to this Agreement regarding Customer Complaints may be utilized as a basis for review as well as any findings from performance review and/or audits. Performance and service quality review hearings may be scheduled by City at its discretion throughout the Term of the Agreement.

In addition to the other requirements of this Agreement, the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.

ARTICLE 7. CITY FEES

7.1 REVENUE SHARING

{Note to proposers: Revenue sharing should be included in the cost proposal forms to be negotiated with the City.} Contractor agrees to share revenue generated through marketing Recyclable Materials and Organic Materials Collected under this Agreement as described below: For Rate Year 1, Contractor shall provide a rebate to City in the amount of \$___ per Ton on Single-Family Recyclable Materials Collected under this Agreement. Contractor shall also provide a rebate to City in the amount of \$___ per Ton on all Multi-Family and Commercial Recyclable Materials Collected as part of this Agreement. During the process of establishing Rates for Rate Period 2 and each successive Rate Period thereafter, the rebates to City noted above shall be adjusted, up or down, to reflect eighteen percent (18%) of the monthly average for the most recent March through February average values for Low Side of the Official Board Market (OBM) Los Angeles Index for "Mixed Paper-MP" as published by Recyclingmarkets.net.

7.2 AB939/SB 1383 FEE

The Contractor shall pay an AB 939/SB 1383 fee to City each month. The amount of the AB 939/SB 1383 fee shall be 5% of gross receipts of commercial accounts and shall be paid in monthly installments. City shall use the AB 939/SB 1383 fee to refund expenses including but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, capacity planning, provision of special containers, or other activities involved in compliance with AB 939 and/or SB 1383.

7.3 PAYMENT SCHEDULE AND LATE FEES

Within twenty (20) calendar days of the end of each calendar quarter, during the Term of this Agreement, Contractor shall remit to City all reimbursements as described in this Article. Such reimbursements shall be remitted to City and sent or delivered to City Contract Manager. If such remittance is not paid to City on or before the twentieth (20th) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. Delinquent reimbursements may be withheld from City's compensation to Contractor.

Each quarterly remittance to City shall be accompanied by a statement listing the amount of the revenue share and calculation of the reimbursement.

City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of fees. Contractor shall cooperate with City Contract Manager in any such audit. Should City or its agent perform this review identify billing errors or other errors in payment of reimbursements valued at one percent (1%) or more of Gross Receipts for the period reviewed, Contractor shall, in addition to compensating City for lost fees, reimburse City's actual cost of the review.

ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

Contractor's compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Transfer and Processing Fees, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

City shall compensate Contractor monthly in arrears for the Collection of Single-Family and Multi-Family Recyclable Materials and Organic Materials as specified herein in an amount based on the then-current number of monthly active units (as per City's Utility System Report, which shall be provided each month by City's Finance Department) multiplied by the Rate per unit then in effect (e.g., 27,000 Single-Family units x \$3.40 = \$91,800), where a "unit" is equivalent to each Cart being used to provide individualized Collection service or each Dwelling Unit of a Multi-Family complex receiving shared Collection service.

Contractor shall bill Commercial Customers directly for Recyclable Materials and Organic Materials Collection services. Contractor shall charge Commercial Customers Rates that shall not exceed sixty percent (60%) *{or other Rate as proposed by selected proposer}* of the Rate charged by City for similar Solid Waste Collection service. Contractor shall provide to City annually, or as prices are changed, a list of the current Commercial Recyclable Materials and Organic Materials Collection Rates charged by Contractor. Contractor shall have the right to retain all receipts generated through such Commercial billing activities, subject to Section 7.1.

8.2 RATES AND ANNUAL ADJUSTMENTS

A. General. The City Contract Manager shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor proposes the need for a Rate that does not appear on the City-approved Rate schedule in Exhibit G3, Contractor shall immediately notify City Contract Manager and request establishment of such Rate. Approval of Rates described in this Section 8.2 may be made by the City Contract Manager.

B. Rates for Rate Period One. Rates for Rate Period One, which are presented in Exhibit G3, were proposed by Contractor and agreed to by City and were approved along with the Agreement. The Rates for Rate Period One shall be effective from August 1, 2025 through July 31, 2026. Rates shall be adjusted for any City approved change in Disposal Cost that are effective August 1, 2025 in accordance with this Section 8.2.

- C. Rates for Subsequent Rate Periods.** Rates for subsequent Rate Periods shall be adjusted annually in accordance with this Section 8.2.

For Rate Periods Two through Ten, Contractor's per-unit compensation shall be calculated by multiplying the prior year's per-unit compensation by one (1) plus the change in the average "Consumer Price Index" (U.S. City Average, All Urban Consumers; 1982-84 = 100, West Region – Size Class B/C)" (or some other mutually agreed-upon index if phased-out) for the twelve months ended the March prior to the Rate change over the average index for the twelve months ended the prior March, or four percent (4%) whichever is less. Per-unit compensation shall be rounded to the nearest cent.

$$\begin{aligned} \text{Adjusted "Residential Recyclable} &= \text{Prior Year's RRMIS Monthly Rate} \times (1 + (((\text{Average CPI} \\ \text{Materials with Individual} & \text{April through March of the Current Year} - \text{Average CPI} \\ \text{Service" Monthly Rate (RRMIS)} & \text{April through March of the Previous Year}) / \text{Average CPI} \\ & \text{March to March of the Previous Year})) - \text{Capped at 4\%} \end{aligned}$$

For example,

Prior Year's RRMIS Monthly Rate = \$3.40

Current Year's Average April-to-March CPI = 180.2

Prior Year's Average April-to-March CPI = 172.8

Adjusted RRMIS Monthly Rate = $\$3.40 \times (1 + ((180.2 - 172.8) / 172.8)) = \3.55

- D. Rate Structure.** City may, at any time during the Term of this Agreement and in its sole discretion, change the relationship of individual Rates in comparison with other Rates. Any such changes would occur in conjunction with the annual Rate adjustment process described in this Section or in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in accordance with Section 8.3. Changes to the Rates charged under the new structure shall be calculated in such a way that the revised Rate structure generates at least the same amount of total revenue when the current number of accounts at each Service Level are multiplied by the Rates charged for each Service Level and the total for all Service Levels are summed; provided, if after a 24 month period from the Effective Date of the new Rate structure Contractor can show a revenue loss has occurred that interferes with Contractor achieving its allowable profit as identified in Exhibit G, Contractor's Proposal, Contractor shall be entitled to a prospective extraordinary Rate adjustment to compensate Contractor for such revenue loss.

- E. Compensation.** City shall compensate Contractor monthly in arrears for the Collection of Recyclable Materials and Organic Materials from Residential Customers as specified herein.

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per Cart per month for Residential Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per

1694 Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection
 1695 services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart
 1696 Collection, City pays Contractor \$1.80 x 12 = \$21.60 per month).

1697 The current compensation rate for Organic Materials services paid to Contractor is \$RATE *per Cart*
 1698 *per month* for Residential Customers receiving individual Cart Collection services (i.e., one Cart
 1699 per Dwelling Unit).

1700 The current compensation rate for Organic Materials services paid to Contractor is \$RATE per
 1701 Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection
 1702 services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart
 1703 Collection, City pays Contractor \$1.80 x 12 = \$21.60 per month).

1704 **8.3 EXTRAORDINARY RATE ADJUSTMENTS**

1705 A special Rate adjustment may be considered and approved by City no more than once every three (3)
 1706 years, in its sole discretion, when it can be established that there is good cause based on a significant
 1707 change in circumstances. Such adjustment shall be prospective in nature and no claim of reimbursement
 1708 for costs shall be made for any period prior to the date of the request. Significantly changed circumstances
 1709 may include City-directed changes in service, new governmental fees, charges or taxes, a Change in Law,
 1710 permits or regulations or in the interpretation thereof, or other significant changes in costs not within the
 1711 control of Contractor. If Contractor desires to seek a special Rate change for compensation effective the
 1712 following August 1, Contractor shall submit to City Contract Manager a request for special Rate
 1713 adjustment by January 1 of the same year. The request for special Rate adjustment shall include a
 1714 thorough written explanation of the significantly changed circumstances, as well as an explanation of why
 1715 these circumstances constitute good cause for making such an application and the amount of the Rate
 1716 adjustment requested by Contractor, together with such other data and supporting documentation as
 1717 may be required by City Contract Manager.

1718 If Contractor requests a special Rate adjustment, Contractor shall provide a statement of operations at
 1719 the time the request for a special Rate adjustment has been submitted to City Contract Manager. The
 1720 statement of operations shall include the specific revenues and expenses related to the operations
 1721 provided for in this Agreement. Contractor shall also make available for review, by City or its agent, the
 1722 supporting documentation (i.e., general ledger, allocation methodology, etc.) used to compile the
 1723 statement of operations. The statement of operations and supporting documentation shall be prepared
 1724 in accordance with Generally Accepted Accounting Principles (GAAP). If City, or its agent, determines the
 1725 statement of operations and supporting documentation is not sufficient to determine the reasonableness
 1726 of the requested special Rate adjustment, the City shall have the right to request a financial audit of the
 1727 Contractor's operations in accordance with Generally Accepted Auditing Standards (GAAS) by a certified
 1728 public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California
 1729 as determined by the State of California Department of Consumer Affairs Board of Accountancy. If City
 1730 requests an audit, the City shall reimburse the Company fifty percent (50%) of the reasonable costs of the
 1731 audit.

1732 City Contract Manager shall determine within forty-five (45) days of receipt of all reasonable requested
 1733 documents and information whether to recommend to the City Council an adjustment in Rates. If the City
 1734 Contract Manager recommends an adjustment in Rates, the proposed Rate adjustments will be scheduled
 1735 before the City Council within ninety (90) days after City Contract Manager's determination. The City

Council shall consider Contractor's request and such other materials and information reasonably requested by the City Contract Manager or City Council from Contractor to assess the merits of Contractor's application. The City Council, in its sole and reasonable discretion, may adjust Contractor's Rates to compensate Contractor for its reasonable net costs resulting from a significant change in circumstances.

Contractor shall not be entitled to a special Rate adjustment more than once every three years and such adjustment shall not exceed six percent (6%).

If City Contract Manager determines that good cause does not exist, Contractor shall have ten (10) days in which to file an appeal of the determination with the City Council. That appeal shall be placed on the City Council's agenda as soon as practicable.

The City Council's decision regarding City Contract Manager's recommendation or following an appeal shall be conclusive.

ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. General. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any Subcontractor, or agent of Contractor, under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section 9.1 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights as defined herein and permitted under Applicable Law.

B. Excluded Waste. Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

If Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within

1775 that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the
 1776 delinquent fee payment provision of Section 7.2. These obligations are in addition to any defense
 1777 and indemnity obligations that Contractor may have under this Agreement.

1778 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any
 1779 claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but
 1780 not limited to, claims arising under Comprehensive Environmental Response, Compensation and
 1781 Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful
 1782 misconduct.

1783 **C. Environmental Indemnity.** Contractor shall defend with counsel acceptable to City, indemnify,
 1784 and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and
 1785 liability for damages of every name, kind and description, including attorneys' fees and costs
 1786 incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded
 1787 Waste.

1788 **D. Electronic and Web based Information Indemnity.** Contractor shall defend with counsel
 1789 acceptable to City, indemnify, and hold City harmless against and from any and all -related claims,
 1790 including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory
 1791 fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and
 1792 description, including attorneys' fees and costs incurred, attributable to the negligence or willful
 1793 misconduct of Contractor and any Subcontractors used in performance of this Agreement in
 1794 handling or protecting Customer information over which Contractor has control, including but not
 1795 limited to billing details, electronic payment(s), and Customer account information that is not
 1796 readily available to the general public. Contractor shall maintain electronic files and Contractor's
 1797 website in accordance with the industry best practices for maintaining such information as safely
 1798 and securely as possible. Nothing in this Section 9.1(D) shall prevent or restrict Contractor's
 1799 obligation and responsibility to provide City with information required under this Agreement.

1800 **E. Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify
 1801 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of Applicable
 1802 Law, including but not limited to AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the
 1803 Contractor with respect to the Contractor's obligations under this Agreement, and such failure is:
 1804 (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to
 1805 Contractor delays in providing information that prevents Contractor or City from submitting
 1806 reports to regulators in a timely manner. This indemnity is subject to the provisions of Public
 1807 Resources Code § 40059.1.

1808 **F. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing
 1809 service under this Agreement shall not: (i) qualify for any compensation and benefit under
 1810 CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of
 1811 City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled
 1812 to any other CalPERS-related benefit that would accrue to a City employee. Contractor's
 1813 employees, agents, or Subcontractors hereby waive any claims to benefits or compensation
 1814 described in this Section 9.1. This Section 9.1 applies to Contractor notwithstanding any other
 1815 agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

1816 If Contractor's employees, agents, or Subcontractors providing services under this Agreement

claim, or are determined by a court of competent jurisdiction or the California Public Employees Retirement System ("CalPERS") to be eligible for enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Contractor's Compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of (1) Contractor, (2) any employee of Contractor, or (3) any employee of Contractor construed to be an employee of City, for work performed under this Agreement.

9.2 INSURANCE

A. General Requirements. Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

B. Coverages and Requirements. During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. Failure to maintain the identified insurance requirements during the entire Term of this Agreement shall constitute an event of default subject to Section 10.1(C). The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease.

Employee Blanket Fidelity Bond – \$500,000 per employee loss covering dishonesty, forgery, alteration, theft, disappearance, and destruction (inside or outside).

Pollution Liability – \$10,000,000 per loss and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first-party cleanup of the

City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites ("NODS") that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving NODS. Coverage is preferred by City to be occurrence based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement, and that continuous coverage shall be maintained, or an extended discovery period will be exercised through completion or termination of this Agreement for a minimum of five (5) years. This provision does not limit or alter any rights or remedies to City allowable under this Agreement and/or Applicable Law in perpetuity.

Technology Professional Liability Errors and Omissions Insurance (Cyber Liability) appropriate to the Contractor's profession and industry practice, with limits not less than \$2,000,000 per occurrence. Coverage for cyber risks shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor under this Agreement and shall include, but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response notification and remediation costs, regulatory fines and penalties, credit monitoring expenses, electronic funds transfer losses, electronic data restoration expenses, and business interruption costs with limits sufficient to respond to these obligations, in the sole discretion of the City's Risk Manager.

2. Additional Insured. City, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless City's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, if Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter, except for the five (5) year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and City's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

- 1898 5. The deductibles or self-insured retentions are for the account of Contractor and shall be
1899 the sole responsibility of Contractor.
- 1900 6. Each insurance policy shall provide or be endorsed to state that coverage shall not be
1901 suspended, voided, canceled by either Party, reduced in coverage or in limits except after
1902 thirty (30) calendar days prior written notice by certified mail, return receipt requested,
1903 has been given to City Contract Manager ten (10) Business Days for delinquent insurance
1904 premium payments).
- 1905 7. Insurance must be placed with insurers with a current A.M. Best's rating of no less than
1906 A-VII, or with a surplus line carrier appearing on the List of Approved Surplus Line Insurers,
1907 ("LASLI") with a Best's Key Rating Guide of at least A: X. Insurers, and corresponding
1908 policies required by this Section, must also comply with all other aspects of City Council
1909 Policy # 70.
- 1910 8. The policies shall cover all activities of Contractor, its officers, employees, agents and
1911 volunteers arising out of or in connection with this Agreement.
- 1912 9. For any claims relating to this Agreement, Contractor's insurance coverage shall be
1913 primary, including as respects City, its officers, agents, employees, and volunteers. Any
1914 insurance maintained by City shall apply in excess of, and not contribute with, insurance
1915 provided by Contractor's liability insurance policy.
- 1916 10. Contractor shall waive all rights of subrogation against City, its officers, employees,
1917 agents, and volunteers.
- 1918 **C. Endorsements.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish
1919 City Contract Manager with certificates or original endorsements reflecting coverage required by
1920 this Agreement. The certificates or endorsements are to be signed by a Person authorized by that
1921 insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and
1922 are subject to the approval of, City Risk Manager before work commences.
- 1923 **D. Renewals.** During the Term of this Agreement, Contractor shall furnish City Contract Manager
1924 with certificates or original endorsements reflecting renewals, changes in insurance companies,
1925 and any other documents reflecting the maintenance of the required coverage throughout the
1926 entire Term of this Agreement. The certificates or endorsements are to be signed by a Person
1927 authorized by that insurer to bind coverage on its behalf.
- 1928 **E. No Cap on Indemnity.** The minimum amounts of coverage described in this Section 9.2 will not
1929 constitute any limitations or cap on Contractor's indemnification obligations under this
1930 Agreement.
- 1931 **F. Workers' Compensation.** Contractor shall provide workers' compensation coverage as required
1932 by State law and shall comply with Section 3700 of the State Labor Code.

1933 **9.3 PERFORMANCE BOND**

1934 Within seven (7) calendar days of City's notification to Contractor that City has executed this Agreement,
1935 Contractor shall file a bond with City, payable to City, securing Contractor's performance of its obligations

under this Agreement. If deemed necessary by City, such bond will be renewed annually so that the performance of bond is maintained at all times during the Term. The principal sum of the bond shall be Five Hundred Thousand Dollars \$500,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to City. The bond shall be in the form approved by City's Risk Manager.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
- B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation, insurance coverage required by Section 9.2, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** Contractor violates any orders or filings issued by a regulatory body having authority over the Contractor concerning this Agreement, and City reasonably determines that the violation is material. If Contractor contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or default of this Agreement shall be deemed to have occurred.
- E. Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement, which violation City reasonably determines is material.
- F. Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.
- G. Failure to Report.** Contractor fails to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- H. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within the time set in the written notice of the violation. Additionally, an event of default occurs if Contractor cannot reasonably correct or remedy the breach within the time set forth in a notice of violation, or if Contractor fails to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- I. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by

- 1972 Contractor in connection with or as an inducement to entering into this Agreement, or any future
 1973 amendment to this Agreement, which proves to be false or misleading in any material respect as
 1974 of the time such representation or disclosure is made, whether or not any such representation or
 1975 disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-
 1976 provided report contains a misstatement, misrepresentation, data manipulation, or an omission
 1977 of fact or content explicitly defined by the Agreement, excepting non-numerical typographical
 1978 and grammatical errors.
- 1979 **J. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's
 1980 operating equipment, including without limits its equipment, maintenance or office facilities,
 1981 Approved Facility(ies), or any part thereof.
- 1982 **K. Suspension or Termination of Service.** There is any termination or suspension of the transaction
 1983 of business by Contractor related to this Agreement, including without limit, due to labor unrest
 1984 including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action
 1985 lasting more than two (2) calendar days.
- 1986 **L. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal
 1987 activity related directly or indirectly to performance of this Agreement or any other agreement
 1988 held with City.
- 1989 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the
 1990 expressed written approval of City, unless the assignment is permitted without City approval
 1991 pursuant to Section 12.6.
- 1992 **N. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a
 1993 proposal for new services or changes to services or fails to implement a change in service as
 1994 requested by the City as specified in Section 3.5.
- 1995 **O. Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's
 1996 Implementation Plan as specified in Exhibit G.
- 1997 **P. Failure to Implement Collection Program.** Contractor fails to implement a Collection program
 1998 that complies with the requirements of Article 4 and Exhibit B, which is essential for City to achieve
 1999 compliance with SB 1383.
- 2000 **Q. Failure to Provide Processing Capacity.** Contractor fails to provide adequate Processing capacity
 2001 in accordance with Articles 4 and 5, which is essential for City to achieve compliance with SB 1383.
- 2002 **R. Failure to Achieve Processing Standards.** Contractor fails to achieve the Processing standards
 2003 specified in Articles 4 and 5 including achievement of minimum Organic Waste recovery rates,
 2004 which are essential for City to achieve SB 1383 compliance.
- 2005 **S. Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other
 2006 requirements of the Agreement including, but not limited to, public education, reporting,
 2007 contamination monitoring, recordkeeping and reporting, or other obligations of this Agreement
 2008 that delegate City's responsibility and/or authority under SB 1383 to the Contractor.
- 2009 **T. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under

2010 this Agreement, which City reasonably determines is material.

2011 City shall provide Contractor written notice of default within seven (7) calendar days of City's first
2012 knowledge of the Contractor's default.

2013 **10.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF**
2014 **DEFAULT**

2015 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to
2016 cure any default which, in City Contract Manager's sole opinion, creates a potential public health and
2017 safety threat.

2018 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to
2019 cure any default arising under subsections C, E, F, I, J, and K in Section 10.1. However, City shall not be
2020 obligated to provide Contractor with a notice and cure opportunity if Contractor has committed the same
2021 or similar breach/default within a twenty-four (24) month period.

2022 Contractor shall be given thirty (30) calendar days from written notification by City Contract Manager to
2023 cure any other default (which is not required to be cured within ten (10) Business Days). Furthermore, if
2024 Contractor cannot reasonably cure a default within the applicable period described in this section, except
2025 for defaults that create a potential health and safety threat, and Contractor promptly commences the
2026 cure or remedy within the initial cure period and thereafter diligently pursues the cure or remedy to
2027 completion, Contractor shall not be in default of this Agreement. However, City shall not be obligated to
2028 provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar
2029 breach/default within a twenty-four (24) month period.

2030 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

2031 Upon Contractor's default, City has the following remedies in the event of Contractor default:

2032 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement
2033 to cure a default event if City determines that such waiver would be in the best interest of the
2034 City. City's waiver of an event of default is not a waiver of future events of default that may have
2035 the same or similar conditions.

2036 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its
2037 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such
2038 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2039 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific
2040 performance standards pursuant to Section 10.6 and Exhibit F.

2041 **D. Termination.** The City Contract Manager may, in their sole discretion, set a public hearing for the
2042 City Council to determine whether to terminate this Agreement. Subject to Contractor's right to
2043 cure as described in Section 10.2, such termination hearing must be set if a default remains
2044 uncured thirty (30) calendar days after receipt of written notice of default from the City. Such
2045 termination hearing must also be set if a Contractor's default is not cured within ten (10) calendar
2046 days and the default:

1. Creates a potential public health and safety threat; or
2. Arises under Section 10.1.C, E, F, I, J, or K.

If City terminates this Agreement based on the adopted findings of the termination hearing, City Contract Manager shall first provide written notice to Contractor twenty (20) calendar days before the date of termination. Contractor shall thereafter be relieved on a going-forward basis of all liabilities and obligations required by this Agreement, except for Section 9.1 and any other provisions specifically identified to survive termination of this Agreement. Upon expiration of the twenty (20) day notice, City may, in its sole discretion:

1. Directly undertake performance of the services; or
2. Arrange with other Persons to perform the services with or without a written agreement; or
3. Permit Contractor to continue operating under this Agreement including Contractor's Compensation until such time that City is able to find substitute services.

This right of termination is in addition to any other rights upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

- E. Other Available Remedies.** City's election of one (1) or more remedies described herein shall not limit City from any and all other remedies at law and in equity including injunctive relief, etc.

10.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, Contractor shall furnish City Contract Manager with immediate access to all of its business records, including without limitation, Proprietary Contractor computer systems, related to its Customers, Collection routes, and billing of accounts for Collection services.

10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

City's rights to terminate the Agreement under Section 10.2 and to take possession of Contractor's records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including but not limited to specific performance).

10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

- A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City

as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, City Contract Manager shall give Contractor notice of City's intention to do so. The notice will include a brief description of the incident(s) and non-performance. City Contract Manager may review (and make copies at City's own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. City Contract Manager may, within ten (10) Business Days after issuing the notice, request a meeting with Contractor. City Contract Manager may present evidence of non-performance in writing and through testimony of City's employees and others relevant to the incident(s) and nonperformance. City Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6.

C. Amount. City Contract Manager may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F subject to annual adjustment described below.

D. Timing of Payment. Contractor shall pay any Liquidated Damages assessed by City Contract Manager within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, City Contract Manager may proceed against the performance bond required by the Agreement, order the termination (subject to the provisions of Section 10.2) of the rights granted by this Agreement, or all of the above.

10.7 EXCUSE FROM PERFORMANCE

The Parties understand and agree herein that the services provided under this Agreement are critical to the protection of public health and safety and that Contractor is expected to perform these services despite the occurrence of events that may otherwise give rise to Force Majeure conditions. The Parties herein agree that the obligations for excuse from performance under this Agreement should and do have a higher standard than the general law understanding of Force Majeure. In particular, a Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any domestic government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. However, performance shall only be excused if the Party requesting relief from performance can specifically demonstrate that the performance of a specific obligation is impossible and shall only be excused from those requirements which are demonstrated to be impossible. All other performance obligations that remain possible, shall be required to continue.

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or its selected facilities is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such event.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of five (5) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 10.4 shall apply.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

Contractor has agreed to guaranty Contractor's performance of this Agreement. The Guaranty is being provided concurrently with Contractor's execution of this Agreement and shall run for the Term of the Agreement and any options.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 10.1.

CONTRACTOR AGREES THAT IF IT FAILS TO BEGIN COLLECTION SERVICES ON OR BEFORE AUGUST 1, 2025, AND SAID FAILURE TO BEGIN COLLECTION SERVICE ON TIME IS NOT DUE TO ANY DEFAULT BY CITY OR IS NOT EXCUSED UNDER SECTION 10.7, THEN CONTRACTOR SHALL PAY CITY (OR CITY MAY DEDUCT FROM CONTRACTOR'S PAYMENTS) DAMAGES OF \$2,000.00 PER CALENDAR DAY UNTIL THE SERVICE IS STARTED OR THIS AGREEMENT IS TERMINATED FOR DEFAULT.10.9 CITY'S RIGHT TO PERFORM SERVICE

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, or Process any or all Recyclable Materials and/or Organic Materials which it is required by this Agreement to Collect at the time and in the manner provided in this Agreement, for a period of more than five (5) consecutive Working Days, and if, as a result thereof, Recyclable Materials and/or Organic Materials should accumulate in the City to such an extent, in such a manner, or for such a time that City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon one (1) Working Day's, prior written notice to Contractor during the period of such emergency as determined by City Manager, (1) to perform, or cause to be performed, such services itself with its own, the Contractor's, or other personnel without liability to Contractor; and/or (2) to take possession of any or all of Contractor's land, equipment and other property used by Contractor under this Agreement in the Collection and Processing of Recyclable Materials and Organic Materials, and to use such property to Collect and Process any Recyclable Materials and/or Organic Materials generated within the City which Contractor would otherwise be obligated to Collect and Process pursuant to this Agreement.

Notice of Contractor's failure, refusal or neglect to Collect and Process Recyclable Materials and/or Organic Materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one (1) Working Day of the oral notification.

Contractor further agrees that in such event:

A. It will take direction from City to affect the transfer of possession of property to City for City's use.

- 2209 B. It will, if City so requests, keep in good repair and condition all of such property, provide all motor
 2210 vehicles with fuel, oil and other service, and provide such other service as may be necessary to
 2211 maintain said property in operational condition.
- 2212 C. City may immediately engage all or any personnel necessary or useful for the Collection and
 2213 Processing of Recyclable Materials and Organic Materials, including, if City so desires, employees
 2214 previously or then employed by Contractor, Contractor's further agrees, if City so requests, to
 2215 furnish City the services of any or all management or office personnel employed by Contractor
 2216 whose services are necessary or useful for Recyclable Materials and Organic Materials Collection
 2217 and Processing operations and for the billing and Collection of fees for these services.
- 2218 City agrees that it assumes complete responsibility for the proper and normal use of such equipment and
 2219 facilities while in its possession.
- 2220 If the interruption or discontinuance in service is caused by any of the reasons listed in Section 10.7 (i.e.,
 2221 Contractor's failure to perform is excused), City shall pay to Contractor the reasonable rental value less
 2222 the cost of maintenance and repair of the equipment and facilities, possession of which is taken by City,
 2223 for the period of City's possession, if any, which extends beyond the period of time for which Contractor
 2224 has rendered bills in advance of service, for the class of service involved.
- 2225 Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this
 2226 Article 10; (1) does not constitute a taking of private property for which compensation must be paid; (2)
 2227 will not create any liability on the part of City to Contractor; and (3) does not exempt Contractor from the
 2228 indemnity provisions of Article 9, which are meant to extend to circumstances arising under this Section,
 2229 provided that Contractor is not required to indemnify City against claims and damages arising from the
 2230 sole negligence of City, its officers, employees and agents in the operation of Collection vehicles during
 2231 the time City has taken possession of such vehicles.
- 2232 In the event of dispute between the City Contract Manager and the Contractor regarding the
 2233 interpretation of or the performance of services under this Agreement which results in a material impact
 2234 to the Contractor's revenue and/or cost of operations, the provisions of this Section 10.9 shall apply.
- 2235 A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this
 2236 Agreement which results in a material impact to the Contractor's revenue and/or cost of
 2237 operations, the City and Contractor agree that they promptly will meet and confer to attempt to
 2238 resolve the matter between themselves.
- 2239 B. **Mediation.** If disputes which arise under this Agreement cannot be resolved satisfactorily
 2240 between the Parties in accordance with Section 10.9, the City and Contractor agree that such
 2241 disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon
 2242 independent third party.
- 2243 C. **Period of Time.** Insofar as allowed by Applicable Law, the period otherwise applicable for filing
 2244 claims against the City under Applicable Law shall be tolled during the period of time for which
 2245 meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and
 2246 10.9.B.
- 2247 D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s)
 2248 pursuant to Sections 10.9.A, 10.9.B, and 10.9.C have failed and any necessary claim(s) have been

2249 denied.

2250 **ARTICLE 11.**
2251 **REPRESENTATIONS AND WARRANTIES OF**
2252 **THE PARTIES**

2253 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this
2254 Article.

2255 **11.1 CONTRACTOR'S CORPORATE STATUS**

2256 Contractor is a corporation duly organized, validly existing and in good standing under the laws of the
2257 State. It is qualified to transact business in the State and has the power to own its properties and to carry
2258 on its business as now owned and operated and as required by this Agreement.

2259 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2260 Contractor has the authority to enter this Agreement and perform its obligations under this Agreement.
2261 The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by
2262 law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.
2263 The Person signing this Agreement on behalf of Contractor represents and warrants that they have
2264 authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

2265 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2266 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery
2267 of this Agreement or the performance by either Party of their obligations hereunder does not conflict
2268 with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment,
2269 order, or decree of any court, administrative agency or other governmental authority, or any agreement
2270 or instrument to which Contractor or City is a party or by which Contractor or any of its properties or
2271 assets are bound, or constitutes a default hereunder.

2272 **11.4 NO LITIGATION**

2273 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,
2274 proceeding or investigation, at law or in equity, before or by any court or governmental authority,
2275 commission, board, agency or instrumentality decided, pending or threatened against either Party
2276 wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- 2277 A. Materially adversely affect the performance by Party of its obligations hereunder;
- 2278 B. Adversely affect the validity or enforceability of this Agreement; or,
- 2279 C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity
2280 guaranteeing Contractor's performance under this Agreement.

2281 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2282 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial

2283 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2284 **11.6 NO LEGAL PROHIBITION**

2285 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect
2286 on the date that Party signed this Agreement that would prohibit the performance of either their
2287 obligations under this Agreement and the transactions contemplated hereby.

2288 **11.7 CONTRACTOR'S ABILITY TO PERFORM**

2289 Contractor possesses the business, professional, and technical expertise to perform all services,
2290 obligations, and duties as described in and required by this Agreement including all Exhibits thereto.
2291 Contractor possesses the ability to secure equipment, facility, and employee resources required to
2292 perform its obligations under this Agreement.

2293 **ARTICLE 12.**
2294 **OTHER AGREEMENTS OF THE PARTIES**

2295 **12.1 RELATIONSHIP OF PARTIES**

2296 The Parties intend that Contractor shall perform the services required by this Agreement as an
2297 independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner
2298 or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed
2299 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and
2300 means of performing services under this Agreement, except as expressly provided herein. Contractor shall
2301 be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents.
2302 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to
2303 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City
2304 employees by virtue of their employment with City.

2305 **12.2 COMPLIANCE WITH LAW**

2306 Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the
2307 United States, the State, County, and City and with all applicable regulations promulgated by Federal,
2308 State, regional or local administrative and regulatory agencies, now in force and as they may be enacted,
2309 issued or amended during the Term.

2310 **12.3 GOVERNING LAW**

2311 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the
2312 State.

2313 **12.4 JURISDICTION**

2314 Any lawsuits, at law or in equity, between the Parties arising out of this Agreement shall be filed in a court
2315 of competent jurisdiction in the County. With respect to venue, the Parties agree that this Agreement is
2316 made in and will be performed in the County. The Parties waive all provisions of law providing for a change
2317 of venue in these proceedings to any other county.

12.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten percent (10%) or more of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Notwithstanding any of the foregoing, Contractor may assign this Agreement without City's consent to another wholly owned subsidiary of [Contractor name], provided that the transferee subsidiary receives substantially all the assets, management, and personnel of Contractor and such assignment is not part of a planned merger with or conveyance to a party that is not a wholly owned subsidiary of [Contractor name].

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials and Organic Materials management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve

such request in its sole discretion at a regularly scheduled meeting of the City Council. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met requirements A – E below. The City may, in its sole discretion, waive one (1) or more of the following requirements:

- A. On the date the Contractor submits a written request for City's written consent of an assignment, Contractor shall pay the City a Transfer fee in the amount of one percent (1%) of the Gross Receipts for the most-recently completed Rate Period.
- B. Contractor shall pay City its actual expenses for attorneys', consultants', accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any document required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the City regarding the approval or denial of the assignment. Upon submittal of Contractor's request for assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars (\$100,000) for this purpose.
- C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
- D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recyclable Materials and Organic Materials management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection, Transportation, Processing and Disposal of Recyclable Materials and Organic Materials; and, (v) that any other information required by City demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- E. Contractor shall provide the City with any and all additional records or documentation which, in the City Contract Manager's sole determination, would facilitate City's review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at any time during the period of consideration. If, in City Contract Manager's sole determination, there is any doubt regarding the compliance of the Contractor with the Agreement, City Contract Manager may require an audit of the Contractor's compliance and the costs of such audit shall be paid by Contractor in advance of the performance of said audit.

12.7 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

2400 **12.8 WAIVER**

2401 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be
 2402 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of
 2403 violation of the same or any other provision. The subsequent acceptance by either Party of any monies
 2404 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
 2405 or violation by the other Party of any provision of this Agreement.

2406 **12.9 NOTICE PROCEDURES**

2407 All notices, demands, requests, proposals, approvals, consents, and other communications, which this
 2408 Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally
 2409 delivered to a representative of the Parties at the address below or deposited in the United States mail,
 2410 first class postage prepaid, addressed as follows:

2411 If to City:

2412 City of Clovis
 2413 Attn: Public Utilities Director
 2414 155 N Sunnyside Ave.
 2415 Clovis Ca 93611City, State Zip Code

2416
 2417 City of Clovis
 2418 Attn: City Manager
 2419 1033 Fifth St. Street Address
 2420 Clovis ca 93612City, State Zip Code

2421
 2422 City of Clovis
 2423 Attn:
 2424 Street Address
 2425 City, State Zip Code

2426

2427 With a copy to:

2428 City of Clovis
 2429 Attn:
 2430 Street Address
 2431 City, State Zip Code

2432

2433 If to Contractor:

2434 [Contractor's Point of Contact]
 2435 [Contractor Name]
 2436 [Street Address]
 2437 [City, State Zip code]
 2438 [Telephone number]

2439

2440 With a copy to:

[Contractor's General Counsel's Office]
 [Contractor's Attorney]
 [Street Address]
 [City, State Zip code]

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

12.10 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by City except as otherwise provided in this Section 12.10. Each reference to an act performed by, or obligation of "City Contract Manager" in this Agreement is itself a delegation of authority from the City. City may delegate, in writing, further authority to the City Contract Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon their authority to bind the Contractor. City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to them by the Contractor as communicated to City.

ARTICLE 13. MISCELLANEOUS AGREEMENTS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

13.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

2479 **13.4 AMENDMENTS**

2480 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

2481 **13.5 SEVERABILITY**

2482 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,
2483 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this
2484 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained
2485 herein.

2486 **13.6 COUNTERPARTS**

2487 This Agreement may be executed in counterparts, each of which shall be considered an original.

2488 **13.7 EXHIBITS**

2489 Each of the Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and
2490 made a part hereof by this reference. Except as described in Article 8 related to Exhibit G, in the event of
2491 a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement
2492 shall control. In the event of a conflict between Exhibit G1 or G6, and any other Exhibit(s), such other
2493 Exhibit(s) shall control.

2494 IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in City of Clovis, California on the
 2495 day and year first above written.

City of Clovis
 A Municipal Corporation "CITY"

 [Mayor's Name]
 Mayor

 [City Manager's Name] Date
 City Manager

**The Foregoing Agreement Has been
 Reviewed and Approval Is Recommended:**

 [Public Utilities Director]

APPROVED AS TO FORM:

 [City Attorney's name] Date
 City Attorney

ATTEST:

 [City Clerk's Name] Date
 City Clerk

"CONTRACTOR"

 Signature Date

 Print Name of Signatory

 Title of Signatory

 Signature Date

 Print Name of Signatory

 Title of Signatory

 _ City _ Business License #

 Resolution Number XXXX-XXX

 Approved by City Council

2496

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:

“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 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.

“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 any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; and/or Designated Transfer Facility.

“Approved Processing Facility(ies)” means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Transfer Facility.

“Approved Organic Materials Processing Facility” {Note to proposers: to be updated based on selected facilities} means [Facility Name] at [Complete Address] which is owned and operated by_____.

“Approved Recyclable Materials Processing Facility” {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by_____.

“Approved Transfer Facility” {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by_____.

EXHIBIT A DEFINITIONS

“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 or rear end-loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.

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

“California Code of Regulations (CCR)” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“CalRecycle” means California's Department of Resources Recycling and Recovery.

“Cardboard” means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) 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. A Cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

“City” means the City of Clovis, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

“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 Council” means the duly elected representative council, or its successor municipal governing body, of the City.

“City Contract Manager” means City delegate who is responsible for the administrative management of this Agreement, or their designee.

EXHIBIT A DEFINITIONS

“City Manager” means the City Manager or designee with the authority to carry out the City’s responsibilities under this Agreement.

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

“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.

“Commercial Edible Food Generator” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability.

“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 include two (2) to six (6) 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.

“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; (2) a violation by Contractor of this Agreement; or, (3) an SB 1383 Non-Compliance Complaint.

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

EXHIBIT A DEFINITIONS

“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. C&D 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, and Drop Boxes.

“Contractor” means _____ 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.

“Contractor’s Government Liaison” means the individual authorized by Contractor as described by Section 5.7.E.

“Contractor’s Proposal” means the proposal submitted to City by Contractor on _[Insert Date when submittal date is finalized] for provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

“Contractor’s Service Liaison” means the individual authorized by Contractor as described by Section 5.7.E.

“County” means the County of Fresno, a political subdivision of the State of California.

“Courtesy Pick-Up Notice” means the Contractor’s notice to Customer(s) as described in Section 4.11.1.C and 4.12.C.

“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 Account Information Database” means the Customer Account Information Database as identified in Section 4.7 that shall be developed, maintained, and monitored in accordance with the requirements of this Agreement.

EXHIBIT A DEFINITIONS

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

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

“Diversion Coordinator” means the individual authorized by Contractor as described by Section 5.7.E.

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

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

“Drop Box” 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.

“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, 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

EXHIBIT A DEFINITIONS

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

“Electronic Waste” or “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.

“Extended Producer Responsibility Program” or “EPR Program” means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer’s, distributor’s, or retailer’s administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product’s life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization or Stewardship Organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the program.

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

“Flow Control” means City right to direct Discarded Materials to a facility of the City’s choosing.

“Food Recovery” means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“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.

EXHIBIT A DEFINITIONS

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) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

“Food-Soiled Paper” means Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” (Note to Proposers: Definition to be updated based on acceptance of Compostable Plastics) means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Organic Materials.

“Full Regulatory Compliance” means compliance with all applicable permits for any facility utilized by Contractor, such that the Contractor will at all time maintain the ability to fully comply with its obligations under this Agreement.

“Generator” means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to 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. Gross Receipts do not include revenues from the sale of Recyclable Materials.

“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

EXHIBIT A DEFINITIONS

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.

“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 and Filters, , batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets. Household Hazardous Waste is a subset of Hazardous Waste.

“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.

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

“Missed Collection Rebate” means the rebate payment to be provided by Contractor to a Customer in accordance with Section 5.13 for failure to Collect materials from a Customer Premises.

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
 - A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a jurisdiction's annual Organic Waste product procurement target;

EXHIBIT A DEFINITIONS

A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,

A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

“Multi-Family” or “MFD” means any Residential Premises, other than a Single-Family Premises, with five (5) 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 five (5) or more Dwelling Units who receive individual service and are billed separately shall not be considered Multi-Family. Hotels and motels are not considered Multi-Family.

“Non-Collection Notice” means the notice as described in Section 4.11.1.D.

“Occupant” means the Person who occupies a Premises.

“Organic Materials” means Yard Trimmings and Food Waste, individually or collectively. No Discarded Materials shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Solid Waste. Organic Materials are a subset of Organic Waste.

“Organic Waste” means wastes 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 in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Overage” means (i) Recyclable Materials or Organic Materials exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Recyclable Materials or Organic Materials placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

“Owner” means the Person responsible for payment for Solid Waste services to the City at the Premises to which Recyclable Materials and Organic Materials Collection service is to be provided under this Agreement.

“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.

EXHIBIT A DEFINITIONS

“Processing” or “Process” means to prepare, treat, Recycle, or convert through some special method.

“Processing Facility” means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable 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 the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City’s Collection program; and, (iii) Excluded Waste placed in any Container.

“Proprietary Information” or “Proprietary” means that information provided by Contractor to the City which is protected from disclosure by the California Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the City in any report described in this Agreement. Contractor’s Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the City may protect such information from disclosure consistent with the provisions of the Public Records Act.

“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.

“Public Utilities Director” means the Public Utilities Director or designee with the authority to carry out the City’s responsibilities under this Agreement.

“Rate” means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor or City may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period Zero and Rate Period One are presented in Exhibit G. 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.

“Rate Period” means a twelve (12) month period, commencing August 1 and concluding July 31.

“Recyclable Materials” means those Discarded Materials that: the Generators set out in Recyclable materials 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, gable-top beverage containers, cereal, and other similar food boxes yet

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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 and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (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 when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.

“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. Recycling includes processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Related-Party Entity” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interests or common management shall be deemed to be affiliated with Contractor and included within the term “Related-Party Entity” as used herein. A Related-Party Entity shall include a business in which Contractor Owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Related-Party Entities shall be limited to those businesses which are directly or indirectly involved in the provision of service under this Agreement.

“Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.

“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.

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“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 54” means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor of the State of California on June 30, 2022, which amended Section 41821.5 of the California Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implementing regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a State-wide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” or “Self-Haul” means a Person who hauls Discarded Materials, recovered material, or any other material, that such Person generates at their own Premises, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste from Premises they own and operate, as defined in 14 CCR Section 18982(a)(66)(A).

“Service Level” refers to the size of a Customer’s Container and the frequency of Collection service.

“Service Opportunity” shall mean each individual scheduled opportunity the Contractor has to 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 Type” refers separately to the following types of Recyclable Materials and Organic Materials Collection services for each of the following Customer Types: Single-Family Dwelling Unit, Multi-Family Dwelling Unit, Commercial, and City Facilities.

“Sharps Waste” means waste generated by a household that includes a hypodermic needle, syringe, or lancet as defined in State Health and Safety Code (H & S Code) Sections 40190.5 and 117671.

EXHIBIT A DEFINITIONS

“Single-Family” or “SFD” 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, tri-plex, or four-plex Residential structures, 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 Separated” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

“State” means the State of California.

“Stewardship Organization” means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, the County, or the Authority, to manage, coordinate, fund, or otherwise oversee one or more Extended Producer Responsibility Programs, and that is selected by the Authority. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated or approved by the Executive Director, at their sole discretion.

“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.

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

“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.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

EXHIBIT A DEFINITIONS

- 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 two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
- B. Hotel with an on-site food facility and two hundred (200) or more rooms.
- C. Health facility with an on-site food facility and one hundred (100) or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (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.

“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, as determined in writing by the City Contract Manager.

“Trade Secrets” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“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.

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

EXHIBIT A DEFINITIONS

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

“Used Motor Oil and Filters” means used oil fluids for vehicles including motor oil, brake, transmission and hydraulic fluids, crankcase and differential oils, lubricating oils for vehicles, and oil filters from automobiles and light trucks.

“Used Oil Recovery Kit” means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof, watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) six (6) mil plastic Disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the City intended to educate Customers about the Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Motor Oil and Filter, and used cooking oil from Single-Family and Townhouse residents.

“Working Days” means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

“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 six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

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: RESIDENTIAL SERVICE

EXHIBIT B1 RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in City-provided Containers one (1) time per week from Residential Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Carts,
Container Sizes:	96-gallon Carts, (or comparable sizes approved by the City). 96-Gallon Carts shall be the default Container provided.
Service Frequency:	Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Organic Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection. Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).
Service Location:	Curbside or other Customer-selected service location at a Multi-Family Premises
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Residential Customers receiving individual Collection service per Dwelling Unit shall receive one (1) Recyclable Materials Cart standard and may request additional Recyclable Materials Carts at an additional charge. Residential Customers receiving shared/centralized Collection service shall receive services as requested by property managers or Owners.
Other Requirements:	Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in City-provided Carts one (1) time per week from Residential Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

Containers:	Carts, Bins
Container Sizes:	48- or 96-gallon Carts, (or comparable size approved by the City). Upon Customer request. Standard Organic Materials Container size is 96-gallon for Customers receiving individual Collection per Dwelling Unit. 48-gallon service may be made available

EXHIBIT B1

RESIDENTIAL SERVICES

	for Customers with space constraints in Planned Unit Developments Homeowners Associations, Condos, and Townhouses, upon Customer request.
Service Frequency:	Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection. Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).
Service Location:	Curbside or other Customer-selected service location at a Multi-Family Premises
Acceptable Materials:	Organic Materials (including Yard Trimmings and Food Waste)
Prohibited Materials:	Recyclable Materials, Solid Waste, Excluded Waste
Other Requirements:	<i>{Note to proposers: the use of plastic/Compostable Plastic bags is to be determined}</i> Residential Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as “Compostable” by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Section 4.2.C and Exhibit D of this Agreement. Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

3. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Filters placed in Curbside from all Residential Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement.

Containers:	Used Oil Recovery Kit
Container Sizes:	2.5-gallon filter bags; and, 2.5-gallon oil jugs
Service Frequency:	Up to one (1) time per week on the same day as Recyclable Materials Collection service.
Service Location:	Curbside (adjacent to Recyclable Materials Cart)
Acceptable Materials:	Used Motor Oil and Filters,
Prohibited Materials:	Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Not applicable
Other Requirements:	Contractor shall provide a Used Oil Recovery Kit to a Customer within three (3) Working Days of Customer request, at no additional cost to Customer. Upon

EXHIBIT B1

RESIDENTIAL SERVICES

Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclable Materials Cart. Contractor shall Recycle the Used Motor Oil and Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil and 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.

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

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

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

4. Holiday Tree Collection

Annually, commencing December 26 and for fourteen (14) Working Days, the Contractor shall Collect holiday trees from all Residential Customers. Customers are required to place the holiday trees Curbside on the Customer's regularly scheduled Collection day. Holiday trees must be removed from stands and be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Contractor shall affix a Non-Collection Notice to any non-Collected holiday 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 holiday tree that has been corrected and set out. Contractor shall deliver all Collected holiday trees to the Approved Organic Materials Processing Facility for Processing.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer.

5. Sharps Waste Program

Contractor shall provide Residential Customers with a Sharps Waste home delivery program, upon request. Contractor shall arrange for delivery of an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart (or larger), postage paid, container approved by the United States Postal Service

EXHIBIT B1 RESIDENTIAL SERVICES

(or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/mailling kit per calendar year at no charge. Additional Sharps Waste containers/mailling kits will be available for a fee of no more than \$____ per quart container or \$____per gallon container by Contractor.

6. Battery and Cellphone Collection

Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Bat Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Bat Buckets within the Multi-Family complex, and will provide educational information and additional Bat Buckets within five (5) Working Days of a property manager or Owner's request.

7. Multi-Family Kitchen Pails

{Note to proposers: this program is currently optional and may be implemented at City request}

8. Container Cleaning or Exchange

{Note to proposers: this program is currently optional and may be implemented at City Council request} Contractor shall implement a program to provide Commercial Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year). **7. Alternative Service Location for Disabled Residential Customers**

Contractor shall provide rollout service to Persons that 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 (including Townhouse Premises) to receive Collection services at a location other than Curbside at no extra charge to the Customer. City shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable and inform Contractor. Contractor shall provide the roll out service. at no additional cost.

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

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EXHIBIT B2: COMMERCIAL SERVICES

EXHIBIT B2 COMMERCIAL SERVICES

1. Recyclable Materials Collection

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

- Containers:** Carts and Bins
- Container Sizes:** 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
- 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 twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. 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 each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Organic Materials Containers, unless that Commercial Customer is exempted from Recyclable Materials services by the City, or has demonstrated to the City that it is Diverting Recyclable Materials through subscription with another City-approved hauler, or other City-approved method.

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 twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection

EXHIBIT B2

COMMERCIAL SERVICES

Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

2. Organic Materials Collection

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

- Containers:** Carts and Bins
- Container Sizes:** 48- or 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
- 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 twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Organic Materials (including Yard Trimmings and Food Scraps)
- Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. 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 each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Recyclable Materials Containers, unless that Commercial Customer is exempted from Organic Materials services by the City, or has demonstrated to the City that it is Diverting Organic Materials through subscription with another City-approved hauler, or other City-approved method.

{Note to proposers: the use of plastic/Compostable Plastic bags is to be updated based on proposals provided }

Commercial Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as "Compostable" by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Section 4.2.C and Exhibit D of this Agreement.

EXHIBIT B2

COMMERCIAL SERVICES

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 charges may apply in accordance with Exhibit G3). A push/pull of Containers up to twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

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EXHIBIT B4: CITY SERVICES

EXHIBIT B4 CITY SERVICES

1. Commercial Customer Services to City Facilities

Contractor shall Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers, and shall provide designated personnel in accordance with Section 5.7 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 periodic Drop Box Collection service. 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 Drop Boxes within twenty-four (24) hour of City request.

2. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing, and Disposal) at the request of the City Contract Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City Contract Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates approved under this Agreement. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

4. Provision of Compost and Mulch Products

A. Compost Give-Away Event. Contractor shall deliver Compost to City residents at no additional cost to the City or Customers at one (1) public Compost give-away event per Agreement year. Customers shall be entitled to up to three (3) cubic yards of Compost products in Customer-provided containers. The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Contract Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the Compost to the agreed-upon event location at no cost to City. Contractor shall provide at least one (1) attendant for at least six (6) hours per event. Any Compost given away to the community through this program shall count towards the Contractor's obligations to provide the City with the amount of Organic Waste products required under SB 1383.

B. SB 1383 Procurement. Contractor agrees that all Compost, Mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type.

EXHIBIT B4 CITY SERVICES

5. News Media Relations.

Contractor shall notify the City Contract Manager by e-mail of all requests for news media interviews related to the Collection services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Contract Manager.

Copies of draft news releases or proposed articles related to the provision of Collection services under this Agreement shall be submitted to City for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Business Days after publication.

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

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

1. City Facilities

Contractor will Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all City facilities, present and future, at no additional cost to the City. Contractor shall provide special event services pursuant to Section 4.5 of the Agreement.

In addition to regular scheduled Collection services, Contractor shall provide, upon request, temporary Drop Box services to all City facilities at no additional cost to the City. Contractor shall deliver Source Separated Recyclable Materials and Organic Materials Collected from City facilities, parks, and clean-up operations in Drop Boxes to the Approved Transfer Facility for Transfer to the Approved Processing Facility.

Figure 1: Current City Facility List

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Civic Center	1033 Fifth	1 - 3yd	Weekly		
Engineering Annex	1033 Fifth	2 - 3yd	Weekly		
Clovis Regional Library	1155 Fifth	1 - 2yd	Weekly		
Police Department	1233 Fifth	1 - 4yd	Weekly		
Villa Corp Yard	155 N Sunnyside	1 - 3yd	Weekly	1 - 1yd	Weekly
Senior Citizens Building (Former)	850 Fourth	1 - 3yd	Weekly	1 - 1yd	Weekly
Fire Station 1	633 Pollasky	1 - 3yd	Weekly		
Fire Station 2	2300 Minnewawa	1 - 1yd	2x per week		
Fire Station 3	555 N Villa	1 - 0.48yd	Weekly		
Fire Station 4	2427 Armstrong			2 - 96gal	Weekly
Fire Station 5	790 Temperance				
Fire Station 6	2388 Encino	2 - 96gal	Weekly		
Fire Logistics	650 Fowler				

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Fire Training	3300 Lind				
Surface Water Treatment Plant	800 Leonard			1 - 4yd	Weekly
Senior Center (New)	735 Third			1 - 1yd 2x/week	2x per week
Recreation	3495 Clovis				
Miss Winkles Pet Adoption Center	85 N Temperance	1 - 3yd	Weekly		
Gettysburg Park	2995 Burl Ave	1 - 3yd	Weekly		
Village Green Park	2610 Encino	1 - 1yd	Weekly		
Pasa Tiempo Park	3355 Barstow				
San Gabriel Park	730 W San Gabriel				
Treasure Ingmire Park	36 N Clovis	1 - 1.5yd	Weekly		
Letterman Park (Skate Park)	912 Villa				
Horse Stalls	905 Villa				
Villa Corp Yard	908 Villa				
Clovis Water Tower (Parking Lot)	754 Fifth St				
Bicenntenial Park	10 N Sunnyside	6 - 2yd	Weekly		
Helm Ranch Park	91 W Ashlan				
Transit Hub	785 Third				
Menlo Building (ABOP)	79 N Sunnyside				
Rotary Park	Barstow/Villa				
Villa Offices/Buildings	868 Villa				

{Note to proposers: Current Service Levels are shown above. During the Term of the Agreement, all City facilities will have Recyclable Materials and Organic Materials Collection service.}

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

2. Special Events

Contractor shall provide Recyclable Materials and Organic Materials Collection service to up to twenty (20) events annually, upon City request. A sample of fifteen (15) anticipated special events are listed below, each with attendance in excess of 2,000 people per day.

Figure 2: Special Event List

EVENT	LOCATION	MONTH
CRAFT BEER CRAWL	Old Town	March
BIG HAT DAYS	Old Town	April
AMERICAN CROWN CIRCUS	Sierra Vista Mall	April (5-day Event)
WATER TOWER CAR SHOW	Old Town	April
CLOVIS RODEO	Clovis Rodeo Grounds	April (5-day Event)
RODEO PARADE	Old Town	April
FRIDAY FARMERS MARKET	Old Town	May – October (Every Friday)
OLD TOWN FLEA	Clovis Rodeo Grounds	May (2-Day Event)
O.T. MOTORAMA	Old Town	May
CIF TRACK & FIELD	Buchanan High School	May (2-Day Event)
GLORIOUS JUNK DAYS	Old Town	May & September
FREEDOM FEST	Old Town	July
CLOVIS FEST	Old Town	September (2-Day Event)
ONE ENCHANTED EVENING	Old Town	November
CHRISTMAS PARADE	Old Town	December

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

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

1. General Administration

The City has placed 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:

- A. Prior to the Commencement Date and by June 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by the City and performed by Contractor under this Agreement. Each public education 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 distributed, 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 based on agreed-upon metrics for the impact of each plan and/or campaign (e.g. changes in Diversion, contamination, social media engagement rates, click-through rates, etc. resulting from the education and/or outreach efforts). 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.
- B. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Administrator shall meet up to one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, the Commencement Date of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement Date 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 distributed. For any public education materials not produced by the City, the Contractor shall submit all draft materials to City Contract Manager for review and approval.
- D. All City facilities shall receive any and all public education and outreach materials and services

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Contract Manager.

- E. Bill inserts shall be designed, produced, and printed by the Contractor; and the City shall be responsible for distributing the billing inserts to all Commercial Customers. Upon City request for billing inserts, Contractor shall comply with such request during the next billing cycle. Contractor shall perform this service with no additional requirement for compensation.
- F. Contractor shall develop 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. The Contractor's City specific website shall also include links to relevant web pages of the City's website where further information can be found.

2. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor shall provide at least two (2) full-time equivalent Diversion Coordinators to coordinate and implement all public education and outreach activities required by this Agreement. The Diversion Coordinators 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.
12. Create and distribute reports as required under this Agreement and/or requested by City 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. 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 develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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 Advertisement	Distribute a City-produced newspaper advertisement that explains all programs that will be offered under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Public Service Announcement (PSA)	Distribute a City-produced PSA for local radio and cable television broadcast describing the new programs under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Press Release	Distribute a City-produced press release to advertise and promote all programs, with particular focus on any new programs that will be offered to each sector (Single-Family, Multi-Family, Commercial, City facilities).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Truck-Side Advertising	Implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Campaign content and messaging shall be created by the City, and each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters produced by the City and distributed by Contractor. 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

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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
New Programs Mailing	Produce and Distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Contractor shall include its Holiday schedule and the Residential Recycling and expanded services guide.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Produce and Distribute a City-designed "Recycling guide" specific to Single-Family Customers. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B-1. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Affixed (inside plastic bag, zip-tied to handle) to every Single-Family and Townhouse Recyclable Materials Cart delivered prior to the Commencement Date, and thereafter to all new Customers. By direct mail annually thereafter to each Single-Family and Townhouse Customer
Neighborhood Group & HOA Visits	Upon City request, visit homeowner associations and other neighborhood groups and associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Quarterly Bill Insert	Produce and Distribute a City-designed quarterly bill inserts that creatively inform Residential Customers about such topics as availability of Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, other environmental conservation topics statistics, trends, and facts about programs performed under this Agreement (i.e., material Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into, and the importance of buying Recycled). Contractor's annual public education plan shall define a theme for each Quarterly bill insert.	One (1) time per quarter included in each mailed Customer bill and downloadable from electronic Customer bills.
Corrective Action Notices	Produce and distribute a Single-Family Customer oriented Non-Collection Notice, and Courtesy Pick-Up Notices for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising each scheduled neighborhood clean-up day pursuant to Exhibit B1.5, Christmas tree Collections pursuant to Exhibit B1.7, and any other seasonal or periodic program(s). 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 prepare 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 specified in this Section 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

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Mandatory Recycling and Organics Outreach Activities	Produce and Distribute City-produced outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to SB 1383. .	One (1) time annually

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education 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
New Programs Mailing	Produce and Distribute a City-produced initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi-Family Dwelling Units in City.
Recycling Guide	Produce and Distribute a City-produced "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each Multi-Family Dwelling Units in City.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family Customer to 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. Additionally, upon City or Customer request, 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. Further, Contractor shall prepare and submit reports to City that documents Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.	Offer in-person meetings to each and every Multi-Family Customer conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.
Move-In Kits	Produce and 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, an In-Home Recycling Container, and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program.	Distributed during technical assistance Diversion opportunity assessments.
Workshops	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.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
"How-to" Guide: Electronic, Universal and Excluded Waste	Produce and Distribute a City designed "how-to" guide on proper Recycling, handling and Disposal of Household Hazardous Waste, E-Waste, and U-Waste directly to tenants of Multi-Family Premises. Contractor may arrange for distribution to each Dwelling Unit a flyer, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises.	One (1) time per year via direct mail or door-to-door.
Christmas Tree Collection Notification	Produce and Distribute a City-designed written notification to each Multi-Family property manager/Owner advertising the availability of holiday tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options, and set-out requirements for the program. The notification shall include the Contractor contact information for Multi-Family Customers to contact to discuss schedule and designated Collection location. The format and content of the notification shall be approved by the City Contract Manager.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.
Website	Contractor shall prepare 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 specified in this Exhibit 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", additional Move-in Kits, or additional education materials to provide to tenants.	At least thirty (30) calendar days prior to Commencement Date. Updated no less than quarterly.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to AB 341, AB 1826, and SB 1383. .	One (1) time annually

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Multi-Family property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

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
New Programs Mailing	Prepare and distribute an initial mailing to all Commercial Customers within the City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Contractor shall produce a "Recycling guide" specific to Commercial Customers and update the guide as needed. This guide shall include 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 will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Prepare and 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).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Prepare and 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).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Waste Assessments	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. Additionally, 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. Further, Contractor shall prepare and submit reports to City documenting Customers targeted quarterly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.	Offer one (1) time annually during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.
Recycling and Organics Posters	Produce and distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments.
Quarterly Bill Inserts	Prepare and distribute quarterly bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have with Recycling and Organics programs; the environmental benefits of buying Recycled-content products and statistics, trends, and facts about programs performed under this Agreement (i.e., Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert.	One (1) time per quarter via direct mail to each Commercial Customer in City.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Program Announcements	On each bill, Contractor shall include a brief statement to Commercial Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, etc.	Included in Customer bill.
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.	As needed.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of Recyclable Materials and Organic Materials Collection services, upon request from City Contract Manager. Such outreach shall be designed to assist the City in complying with the outreach requirements of various Applicable Laws related to the mandatory provision of Recyclable Materials and Organic Materials Collection and Diversion services.	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Commercial Customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

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PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Commercial Edible Food Generator Education	Contractor shall provide Customers that are Commercial Edible Food Generators with the following: Information about the City's Edible Food Recovery program; Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10; Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste	One (1) time annually

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
Educational Materials	Contractor shall produce and distribute educational materials designed by the City that are geared towards younger audiences, such as educational videos, activity books, and Recycling posters. Contractor shall provide schools with copies of the video upon request for classroom use. The video shall be made accessible through City portions of the Contractor website.	Upon request.
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, and communicating the results to the City to improve existing school Recycling and Organics programs. The annual waste assessments shall include a specific assessment of Food Waste generated on the school Premises; potential for source reduction and Diversion of Food Waste; and identification of Food Recovery education and programs that may be established, both internally (e.g., lunch share tables) and externally (e.g., partnerships with local Food Recovery Organizations and Services).	Offered to schools Upon Request.
Presentation	Present curriculum to teach children how to Recycle, Compost, and reduce waste at school and at home.	At City Request.
Facility Tours	Promote, coordinate, and conduct educational field trips to the Approved Facilities.	At City Request.

Note: Contractor shall perform these education and outreach services to all schools, public and private, within the City without respect to the Contractor's status as the service provider for a given school or school district.

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 staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and Recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on "green" and/or sustainable behaviors.	All special events listed in Exhibit B7 of this Agreement. Other events at Customer request.

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. Daily Missed Collection Report

Contractor shall provide the City with a report of missed Collections each day by 12pm for the previous day (e.g. Monday report is due Tuesday at 12pm). This report shall include the Customer information (name, address, and account number), Container type (Recyclable and/or Organic Materials), and the reason for non-Collection (contamination, Container not found, Container inaccessible, etc.).

Contractor shall equip all collection vehicles with GPS monitoring, and shall provide City on-going access to GPS monitoring software.

2. Monthly Reports

Monthly reports shall be submitted by Contractor to the City by the 20th each month pertaining to the most recently completed calendar month and shall include the following information. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. 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.). These Complaints and inquiries shall be documented and reported separately from SB 1383 noncompliance Complaints or other regulatory noncompliance Complaints.

EXHIBIT D

REPORTING REQUIREMENTS

2. Number of Courtesy Pick-Up Collections summarized by the reason for leaving a Courtesy Pick-Up Notices (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
3. List of Customers for which Contractor has performed a Courtesy Pick-Up Collection, including the Customer address, and material type for which the Courtesy Pick-Up Collection was performed.
4. 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.).
5. Number of hits and unique visitors to the Contractor's website.
6. Record of SB 1383 non-compliance Complaints received, including the following information:
 - a. Total number of Complaints received and total number of Complaints investigated.
 - b. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) The identity of any witnesses, if known.
 - c. Copies of all Complaint reports submitted to the City, pursuant to Article 6 of this Agreement.
 - d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 4.8.4 of this Agreement, which shall include at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.

B. 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.

C. Financial Records

Any operational or financial records related to Extended Producer Responsibility Programs, if any, including but not limited to:

- a. Invoices or receipts for new or retrofitted equipment or vehicles purchased or received to implement the Extended Producer Responsibility Program.

EXHIBIT D

REPORTING REQUIREMENTS

- b. Changes to labor costs, if any, as a result of implementing the Extended Producer Responsibility Program.
- c. Records of reimbursements, payments, or in-kind contributions made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
- d. Supporting documents related to the calculation used to determine costs allocated to the City versus users.
- e. Any operational records required by the Extended Producer Responsibility Program or Stewardship Organization, if any, related to the Contractor's participation in the Extended Producer Responsibility Program.

3. Quarterly Reports

Quarterly reports shall be due on the following schedule: November 30 for August-October, February 28 for November-January, May 31 for February-April, and August 31 for May-July.

A. Contamination Monitoring Report

1. The number of route reviews conducted pursuant to Section 4.11 of this Agreement.
2. Description of the Contractor's process for determining the level of contamination or Container overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
3. A record of each inspection and contamination fee assessed, which shall include, at a minimum:
 - a. Name and address of the Customer.
 - b. The date the contaminated Container was observed.
 - c. The staff who conducted the inspection.
 - d. The total number of violations found and a description of what action was taken for each.
 - e. Copies of all notices to Customers with Prohibited Container Contaminants.
 - f. Photographic documentation.
4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
5. Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.

EXHIBIT D

REPORTING REQUIREMENTS

6. A list of all Customers assessed Contamination Processing Fees, pursuant to Section 4.11 of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the Contamination Processing Fee; the total number of instances Contamination Processing Fees were assessed in the month; and, the total amount of fees collected in the month.
7. Results of the waste characterization studies conducted pursuant to Section 4.11.2 of this Agreement.
8. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

B. Tonnage Report

1. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Diverted and Residue that is Disposed.
2. Units of Used Oil, Used Oil Filters, Sharps Waste, Battery, and Cellphone Collections performed.
4. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
6. Quarterly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement.

C. Diversion Report

Contractor shall report the Diversion level for each quarter and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as: Processing Residue Disposed / Discarded Materials Collected.

D. Customer Subscription and Collection Report

This report shall be submitted in a format approved by the City for easy manipulation and/or upload into a third-party database or web-based software

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Service Level listed separately by Customer Type and Discarded Material type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service and cubic yards of Bin service by Customer Type.
4. The number of waivers reviewed and number of reverification inspections performed by the Contractor pursuant to Section 4.10 of this Agreement in the quarter, if any, including a copy of documentation for each waiver review and reverification inspection.
5. List of Commercial Customers with decreased Service Levels, cancellation of service, and new service.

E. City Services Report

EXHIBIT D

REPORTING REQUIREMENTS

1. City facility Service Level report (i.e. volume of service by Service Type received by each City Facility).
2. Summary report on the programs offered to City as described in Exhibit B5 focused on when each service was provided and any issues/concerns identified.

F. Education and Outreach

1. 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. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 4.6 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
3. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution. Generator information is not required for mass distributions.
4. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of all electronic media, including the dates posted or sent of: social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g. open and click-through rates for email marketing, engagement numbers for social media, etc.).
6. Summary of the results of 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.
7. Summary of the public education materials and activities provided to schools in the month, if any; including results from Diversion opportunity assessments as described in Exhibit C.
8. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

EXHIBIT D

REPORTING REQUIREMENTS

4. Annual Reports

The annual report will be due by March 1 annually, for the preceding calendar year. The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

A. Reserved

B. Collection and Processing Report

1. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final Disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill, pursuant to Section 4.10.3.C of the Agreement.
2. Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics, in accordance with Section 4.2.C.2 of the Agreement.

C. Education and Outreach Report

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Section 4.6 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2021 annual report in February 2022 shall include Contractor submittal of the annual public education plan for calendar year 2022.

D. Reserved

E. Vehicle Inventory

1. A list 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.
2. The total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), if applicable, including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

F. 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.

EXHIBIT D

REPORTING REQUIREMENTS

5. Additional Reports

A. Upon Incident Reporting. City reserves the right to request any of the aforementioned reports more frequently, or for additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Contract Manager, which shall not to exceed ten (10) days.

B. AB 901 Reporting. At the City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

C. Customized Reports. The City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

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EXHIBIT E: RESERVED

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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. If 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: Provision of Commercial Container Service

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
	Failure to provide Recyclable Materials and Organic Materials Collection services to every Customer	For each occurrence of failing to provide Customers with the Recyclable Materials and Organic Materials Container, required by and compliant with Article 4 and Exhibit B.	No acceptable failure level	\$500/Container/Customer/event

The City shall not assess Liquidated Damages item 1, above, under the following circumstances:

- A. City has granted the Customer a waiver pursuant to Section 4.10 of this Agreement.
- B. Contractor documents that Customer is compliant with Self-Hauling requirements pursuant to Municipal Code .
- C. Contractor documents to the City that the Customer is being provided Recyclable Materials and/or Organic Materials Collection services from a service provider allowed under Section 1.2 of this Agreement.
- D. Contractor documents that Customer is sharing Recyclable Materials and/or Organic Materials Collection services with another Customer in a manner approved by the City.

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

2. Performance Area: Residential 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.	No acceptable failure level	\$50/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 12:00 p.m. on a Working Day and by the end of the Working Day for such Complaints received after 12:00 p.m. on a Working Day.	No acceptable failure level	\$50/Event
3.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with closed lid.	No acceptable failure level	\$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.	No acceptable failure level	\$150/Kit/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance	Definition	Acceptable Performance Level	Liquidated Damage Amount
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.	No acceptable failure level	\$100/Event
6.	Damage to Property		Each event of damage to either public or private property as a result of Contractor's fault, as reasonably determined by the City, including without limitation damage to Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	No acceptable failure level	\$200/Event
7.	Damage to Public Streets		Each event of damage to Public Streets within the City caused by Contractor's fault, as reasonably determined by the City.	No acceptable failure level	Actual cost of repair to City's satisfaction.
8.	Failure to Maintain Equipment		Each event of failure to maintain equipment, vehicles, Carts, Bins and other Containers in a clean, safe, and sanitary manner.	No acceptable failure level	\$100/Item/Day
9.	Failure to Comply with Container Standards		Failure to comply with Container labeling and colors as specified in this Agreement.	No acceptable failure level	\$200/Container/ Occurrence
10.	Unlicensed Vehicle Operator		Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$500/Operator/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
11.	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
12.	Failure to Wear Uniform	Failure to have Contractor Collection personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
13.	Discourteous Behavior	For each occurrence of uncourteous behavior of Contractor's employees to a Customer.	No acceptable failure level	\$500/Event
14.	Failure to Complete Route	Failure or neglect to complete at least one hundred (100%) of each route on the regular scheduled Collection service Working Day.	No acceptable failure level	\$1,000/Route
15.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$500/Event
16.	Uncovered Loads	Failure to properly cover materials in Collection vehicles.	No acceptable failure level	\$500/Event
17.	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	\$500/Incident/Day
18.	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

3. Performance Area: Customer Service

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Commence Service and/or Provide Move-in Kits	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the Service Level requested by said Customer, within three (3) calendar 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 other items required upon Customer's request.	No acceptable failure level	\$150/Event
2.	Failure to Exchange Container	Any failure by Contractor to exchange Container within ten (10) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$150/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	\$150/Container/Day
4.	Failure to Resolve Complaint	Any failure or neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	No acceptable failure level	\$150/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not deemed answered if the Customer does not speak with a live operator. (A call is deemed 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.	No acceptable failure level	\$50/Event
6.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
7.	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
8.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	No acceptable failure level	\$500/Event
9.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
10	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$500/Route/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

4. Performance Area: Diversion

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	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
2.	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 Exhibit C to this Agreement.	No acceptable failure level	\$2,000/Customer
3.	Failure of Diversion Coordinator to Specifically Perform	Every occurrence of a Diversion Coordinator being used for purposes other than those specified in this Agreement.	No acceptable failure level	\$1,000/day

5. 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 the Approved Facility designated for each material type under Article 4 of this Agreement, unless authorized per this Agreement.	No acceptable failure level	\$5,000 first failure. \$25,000 each subsequent failure.

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
2.	Disposal of Targeted Diversion Materials	Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing, unless authorized per this Agreement.	No acceptable failure level	\$1,000/Load
3.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle 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 Organic Materials vehicle, etc.).	No acceptable failure level	\$1,000/Container
4.	Failure to Provide Adequate Capacity	Failure to provide adequate primary and alternate capacity to accept and Process Recyclable Materials, or Organic Materials.	No acceptable failure level	\$1,000/Day
5.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
6.	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$50/occurrence/Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

6. Performance Area: Reporting & Records

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Late Report	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date, if the City gives Contractor notice of the late report. The City shall give Contractor a new reasonable deadline for the report. If Contractor does not submit the report by the new deadline, Contractor shall owe the City Liquidated Damages retroactive to the original due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day
2.	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 within the time window specified in this Agreement.	No acceptable failure level	\$500/Event
3.	Misleading/Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or regarding this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance be excused.	No acceptable failure level	\$250/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
4.	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
5.	Failure to Maintain and/or Provide Access to Information Systems	Each day that Contractor fails to provide access to Contractor's information systems as required in Section 4.9 to the City Contract Manager.	No acceptable failure level	\$500/Day

Except for repeat occurrences, the City shall provide Contractor with written notice and a three (3) Business Day opportunity to cure any alleged breach of this Agreement before Liquidated Damages will be assessed.

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: _____

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EXHIBIT G: CONTRACTOR'S PROPOSAL

EXHIBIT G1: TECHNICAL PROPOSAL

See Exhibit G

EXHIBIT G2: COST BASIS FOR PROPOSAL

EXHIBIT G3: INITIAL RATES FOR COLLECTION SERVICES

EXHIBIT G4: IMPLEMENTATION PLAN AND SCHEDULE

See Exhibit G – Contractors Proposal

EXHIBIT G5: APPROVED SUBCONTRACTORS

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: ANTICIPATED REQUIRED POSITIONS

EXHIBIT H

MAXIMUM ANTICIPATED POSITIONS

{Note to Proposers: Exhibit H will be updated prior to execution of the Agreement}

Positions detailed in this Exhibit H are the positions needed for the provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services. Contractor acknowledged that the positions below are included in the cost basis for Customer Rates, and failure to provide the positions may be considered a Change in Scope.

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.

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	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	
Total Management Positions		

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EXHIBIT I: LOCAL PURCHASING PREFERENCE POLICY

{Note to Proposers: This Section will include proposed local purchasing preference from proposal}

Attachment B: Financial Proposal Forms *(See Separate Document)*

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ATTACHMENT B

FINANCIAL PROPOSAL FORMS

This Attachment includes forms that must be completed and submitted with the proposal package:

Forms 0-7. Financial and Operating Statistics

This Section contains forms to report proposed service costs, operating statistics, and resulting rates. The worksheets in Forms 2 through 7 must be used to support the rates revenue proposed on Form 0, Rates Summary.

When completing the financial and operating information, proposers should be aware of the following:

1. Operating costs should include all route-related costs including drivers, vehicles, equipment, fuel, insurance, containers, maintenance, and other direct operating costs.
2. Vehicles and containers should be depreciated on a straight line basis over 10 years.

City of Clovis Base Services

Proposer Name: 0

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$0.00
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$0.00
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$0.00
	Total Rate Revenue	\$0.00
4	Proposed Rate Period 1 Cost (without bagged organics)	\$0.00
5	Surplus/(Deficit)*	\$0.00
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

Proposer Name:		
Note to proposer: Input data in yellow shaded areas only.		
A. Primary Contact Information		
1	Name	
2	Title	
3	Phone	
4	Fax	
5	E-mail	
B. Support Facilities		
1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	
2	Address of administrative office	
3	Address of billing office	
4	Address of customer service office	
C. Recyclable Materials Processing and Handling		
1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	
D. Organic Materials Processing and Handling (co-mingled YW/FW)		
1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	
5	Bagged materials accepted at facility?	
E. Other Processing and Handling (Optional)*		
1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)							
Labor Information							
2 # of regular route personnel							0.0
3 Labor hours/day/person							
4 Total labor hours/year	0	0	0	0			0
Route Information							
5 # of routes per week (including weekends)							0.0
6 # of persons per route (including weekends)							0.0
7 # of route hours/day/route (including weekends)							
8 # of route hours per year per:	0	0	0	0	0	0	0
9 # of FTE routes	0.00	0.00	0.00	0.00	0.00	0.00	0
10 Total # of cart setouts per day for all routes							
11 # of cart setouts/day/FTE route	0	0					
12 # of cart setouts per week for all routes	0	0					
13 # of lifts or pulls per week for all routes							
14 # of lifts or pulls per year for all routes			0	0	0	0	
15 # of lifts or pulls per route hour			0.00	0.00	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles							0.0
17 # of spare collection vehicles							0.0
18 Total # of collection vehicles	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Tonnage Information (annual)							
19 Recyclable Materials Collected							0.0
20 Organic Materials Collected							0.0
21 Materials Collected from Ancillary Services							0.0
22 Other Materials Collected (Specify) _____							0.0
23 Other Materials Collected (Specify) _____							0.0
24 Total Collected	0	0	0	0	0	0	0.0
25 Processing residue disposed							0.0
26 Net Diverted	0	0	0	0	0	0	0.0
Overall Diversion Rate							0.0%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	0
	0.00
	0
	0.00
	0
	0

Proposed Labor Requirements

Proposer Name:

0

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	0.0		0.0	\$1.00	
Cart Organic Materials	0.0		0.0		
Bin Recyclable Materials	0.0		0.0		
Bin Organic Materials	0.0		0.0		
Scout Service			0.0		
Ancillary Services			0.0		
Commercial Container Cleaning/Exchange			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Subtotal Route Personnel	0.0	0.0	0.0		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)					
General Manager					
Operations Manager					
Service Liaison					
Municipal Relations Manager					
Government Liaison					
Route Supervisor					
Dispatcher					
Container Distribution					
Container Maintenance/Welder					
Maintenance Supervisor					
Maintenance Personnel					
Controller					
Safety Specialist					
Staff Accountant					
Office Manager					
Human Resources					
Accounting Clerk					
Billings Clerk					
Accounts Receivable Clerk					
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor					
Customer Service Representatives					
Sales Coordinator					
Recycling Manager					
Diversion Coordinator(s) (up to 1 FTE equivalent)					
Other (specify): _____					
Other (specify): _____					
Subtotal Other Personnel	N/A	0.0			
	Total All Personnel	0.0			

Summary of Proposed Costs
Proposer Name:

0

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Cost of Operations							
Labor-Related Costs							\$0
Vehicle-Related Costs							\$0
Fuel Costs							\$0
Other Costs							\$0
Direct Depreciation							\$0
Total Allocated Costs - G&A and Vehicle							\$0
Total Cost of Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Profit							\$0
Pass-Through Costs							
Recyclable Material Processing Costs							\$0
Organic Material Processing Costs (without bags)							\$0
Other Processing Costs							\$0
Disposal Costs (Residue)							\$0
Interest Expense							\$0
Total Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Costs before City Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recyclable Material Revenue Sharing							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected							\$0
AB 939/SB 1383 Fee							
5% of Gross Commercial Receipts							\$0
Public Education and Outreach							
Minimum \$200,000 Annually							
Total Proposed Costs (organics without bags)	---	---	---	---		---	\$0
Additional Organic Material Processing Costs (with bags, if applicable)							\$0
Total Proposed Costs (organics with bags) (2)							\$0

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$0	\$0
\$0	\$0
\$0	\$0
FF and CS will be calculated once alt	
\$0	\$0

- (1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.
(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

Capital Requirements

AGENDA ITEM NO. 13.

Services

Proposer Name: 0

Note to proposer: Input data in yellow shaded areas only.

	New			Quantity Used			Total			Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials			0			0	0	0	0		N/A
Residential Cart Organic Materials			0			0	0	0	0		N/A
Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
Commercial Cart Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Commercial Bin Recyclable Materials			0			0	0	0	0		N/A
Commercial Bin Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Roll-Off			0			0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Other Vehicles											
Pickup Trucks			0			0	0	0	0		N/A
Container Distribution			0			0	0	0	0		N/A
Mobile Service Truck			0			0	0	0	0		N/A
Scout			0			0	0	0	0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Total Vehicle Cost										\$0	
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)			0			0	0	0	0		N/A
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)			0			0	0	0	0		N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)			0			0	0	0	0		N/A
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)			0			0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Bins											
1 cubic yard			0			0	0	0	0		N/A
1.5 cubic yards			0			0	0	0	0		N/A
2 cubic yards			0			0	0	0	0		N/A
3 cubic yards			0			0	0	0	0		N/A
4 cubic yards			0			0	0	0	0		N/A
5 cubic yards			0			0	0	0	0		N/A
6 cubic yards			0			0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Other											
Multi-Family Kitchen Caddies			0			0	0		0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Total Container Cost (excluding kitchen caddies)										\$0	
Other	Description										
Offices											N/A
Processing Site(s)											N/A
Transfer Station											N/A
Corporation Yard/Maintenance											N/A
Container Storage Yard											N/A
Shop Equipment											N/A
Fueling Equipment											N/A
Computer and Office Equipment											N/A
Other (specify): _____											N/A
Other (specify): _____											N/A
Total Capital Cost											\$0
										\$0	

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

Form 6

Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: 0

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service

Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03		36,500	\$0
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62		35,200	\$0
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA			\$0
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$0

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service

Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11		6,754	\$0
Organic Materials	1 pick-up/week	\$5.67			\$0
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$0

Rate Proposal for Commercial Solid Waste Cart & Bin Services

City of Clovis Base Services

Proposer Name: 0

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

Rates for Regularly Scheduled Recycling Cart & Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72			\$0
		2	\$154.88	\$77.44			\$0
		3	\$232.32	\$116.16			\$0
		4	\$309.76	\$154.88			\$0
		5	\$387.20	\$193.60			\$0
		6	\$464.64	\$232.32			\$0
		Sunday					\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26			\$0
		2	\$213.04	\$106.52			\$0
		3	\$319.56	\$159.78			\$0
		4	\$426.08	\$213.04			\$0
		5	\$532.60	\$266.30			\$0
		6	\$639.12	\$319.56			\$0
		Sunday					\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80			\$0
		2	\$271.20	\$135.60			\$0
		3	\$406.80	\$203.40			\$0
		4	\$542.40	\$271.20			\$0
		5	\$678.00	\$339.00			\$0
		6	\$813.60	\$406.80			\$0
		Sunday					\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62			\$0
		2	\$402.46	\$201.23			\$0
		3	\$603.69	\$301.85			\$0
		4	\$804.92	\$402.46			\$0
		5	\$1,006.15	\$503.08			\$0
		6	\$1,207.38	\$603.69			\$0
		Sunday					\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43			\$0
		2	\$533.70	\$266.85			\$0
		3	\$800.55	\$400.28			\$0
		4	\$1,067.40	\$533.70			\$0
		5	\$1,334.25	\$667.13			\$0
		6	\$1,601.10	\$800.55			\$0
		Sunday					\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24			\$0
		2	\$664.94	\$332.47			\$0
		3	\$997.41	\$498.71			\$0
		4	\$1,329.88	\$664.94			\$0
		5	\$1,662.35	\$831.18			\$0
		6	\$1,994.82	\$997.41			\$0
		Sunday					\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05			\$0
		2	\$796.18	\$398.09			\$0
		3	\$1,194.27	\$597.14			\$0
		4	\$1,592.36	\$796.18			\$0
		5	\$1,990.45	\$995.23			\$0
		6	\$2,388.54	\$1,194.27			\$0
Estimated Recycling Bin Revenue for Rate Period One							\$0

Rates for Regularly Scheduled Organics Cart & Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues	

Organic Materials (Optional Reduced Volume)	-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
Organic Materials	96-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46			\$0
		2	\$154.88	\$92.93			\$0
		3	\$232.32	\$139.39			\$0
		4	\$309.76	\$185.86			\$0
		5	\$387.20	\$232.32			\$0
		6	\$464.64	\$278.78			\$0
		Sunday					\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91			\$0
		2	\$213.04	\$127.82			\$0
		3	\$319.56	\$191.74			\$0
		4	\$426.08	\$255.65			\$0
		5	\$532.60	\$319.56			\$0
		6	\$639.12	\$383.47			\$0
		Sunday					\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36			\$0
		2	\$271.20	\$162.72			\$0
		3	\$406.80	\$244.08			\$0
		4	\$542.40	\$325.44			\$0
		5	\$678.00	\$406.80			\$0
		6	\$813.60	\$488.16			\$0
		Sunday					\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74			\$0
		2	\$402.46	\$241.48			\$0
		3	\$603.69	\$362.21			\$0
		4	\$804.92	\$482.95			\$0
		5	\$1,006.15	\$603.69			\$0
		6	\$1,207.38	\$724.43			\$0
		Sunday					\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11			\$0
		2	\$533.70	\$320.22			\$0
		3	\$800.55	\$480.33			\$0
		4	\$1,067.40	\$640.44			\$0
		5	\$1,334.25	\$800.55			\$0
		6	\$1,601.10	\$960.66			\$0
		Sunday					\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48			\$0
		2	\$664.94	\$398.96			\$0
		3	\$997.41	\$598.45			\$0
		4	\$1,329.88	\$797.93			\$0
		5	\$1,662.35	\$997.41			\$0
		6	\$1,994.82	\$1,196.89			\$0
		Sunday					\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85			\$0
		2	\$796.18	\$477.71			\$0
		3	\$1,194.27	\$716.56			\$0
		4	\$1,592.36	\$955.42			\$0
		5	\$1,990.45	\$1,194.27			\$0
		6	\$2,388.54	\$1,433.12			\$0
Estimated Organics Bin Revenue for Rate Period One							\$0

Rates for Miscellaneous Services (Per Occurrence)

Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Average # of		Estimated Rate Period One Revenues
				Proposed Maximum Rate	Service Instances per Month	
Extra Pickups	96-gal cart	Per-Occurrence Rate				\$0
	1 cubic yard container	Per-Occurrence Rate				\$0
	1.5 cubic yard container	Per-Occurrence Rate				\$0
	2 cubic yard container	Per-Occurrence Rate				\$0
	3 cubic yard container	Per-Occurrence Rate				\$0
	4 cubic yard container	Per-Occurrence Rate				\$0
	5 cubic yard container	Per-Occurrence Rate				\$0
	6 cubic yard container	Per-Occurrence Rate				\$0

Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate			\$0
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate			\$0
Estimated Miscellaneous Service Revenue for Rate Period One					\$0

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Attachment C: Anti-Collusion Affidavit

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ATTACHMENT C

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed.

Executed under penalty of perjury on this _____ day of _____, _____ at _____.

SIGNED _____

BY _____

Name of Proposer

TITLE _____

Subscribed and sworn to before me this _____ day of _____,

at _____.

Notary Public

My Commission expires: _____

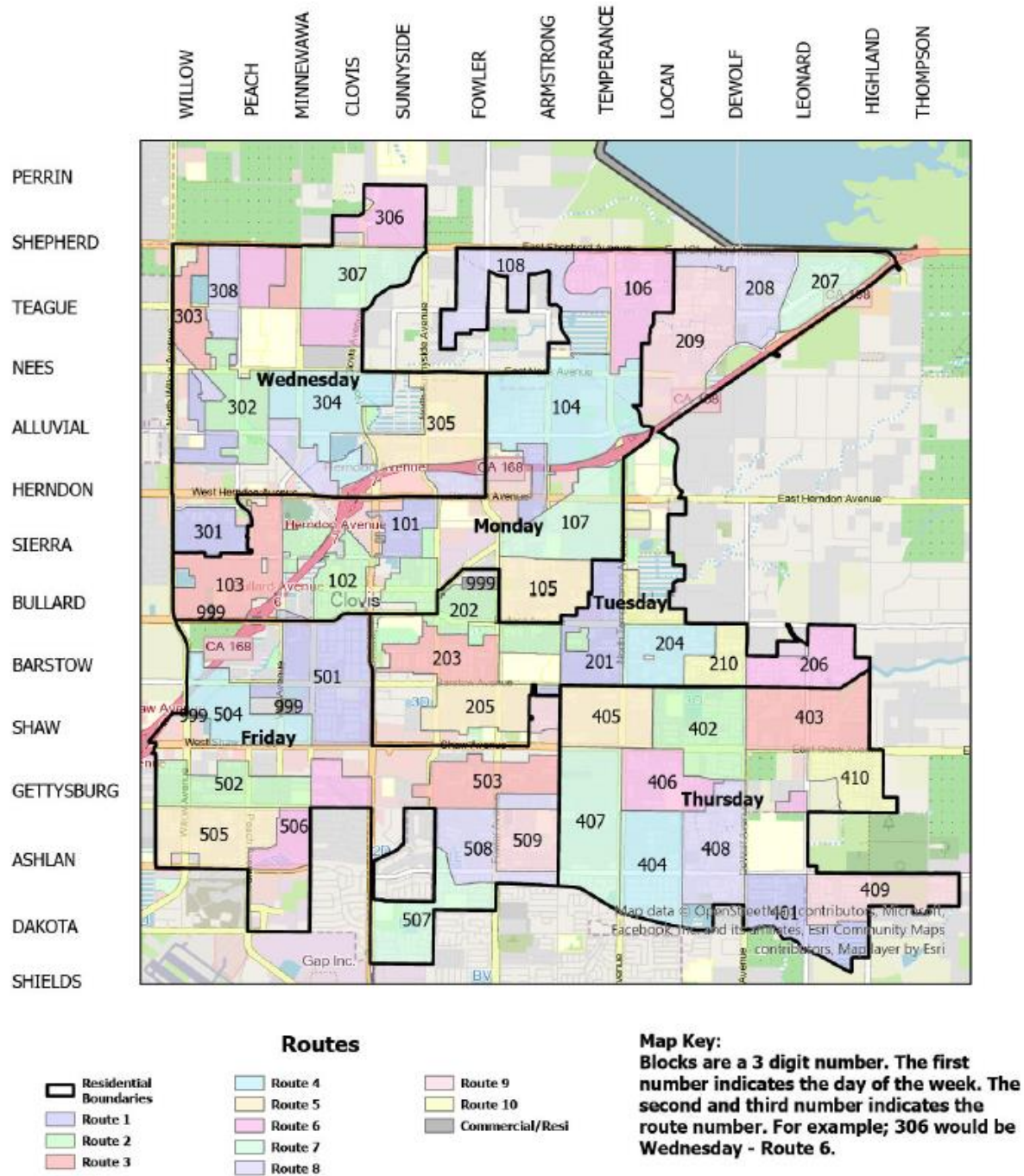
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Attachment D: Residential Route Map

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ATTACHMENT D

RESIDENTIAL ROUTE MAP



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Attachment E: Secretary's Certificate

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Attachment F: City Facility and Event Locations and Service Levels

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ATTACHMENT F-1 CITY FACILITY SERVICES

AGENDA ITEM NO. 13.

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Civic Center	1033 Fifth	1 - 3yd	Weekly		
Engineering Annex	1033 Fifth	2 - 3yd	Weekly		
Clovis Regional Library	1155 Fifth	1 - 2yd	Weekly		
Police Department	1233 Fifth	1 - 4yd	Weekly		
Villa Corp Yard	155 N Sunnyside	1 - 3yd	Weekly	1 - 1yd	Weekly
Senior Citizens Building (Former)	850 Fourth	1 - 3yd	Weekly	1 - 1yd	Weekly
Fire Station 1	633 Pollasky	1 - 3yd	Weekly		
Fire Station 2	2300 Minnewawa	1 - 1yd	2x per week		
Fire Station 3	555 N Villa	1 - 0.48yd	Weekly		
Fire Station 4	2427 Armstrong			2 - 96gal	Weekly
Fire Station 5	790 Temperance				
Fire Station 6	2388 Encino	2 - 96gal	Weekly		
Fire Logistics	650 Fowler				
Fire Training	3300 Lind				
Surface Water Treatment Plant	800 Leonard			1 - 4yd	Weekly
Senior Center (New)	735 Third			1 - 1yd 2x/week	2x per week
Recreation	3495 Clovis				
Miss Winkles Pet Adoption Center	85 N Temperance	1 - 3yd	Weekly		
Gettysburg Park	2995 Burl Ave	1 - 3yd	Weekly		
Village Green Park	2610 Encino	1 - 1yd	Weekly		
Pasa Tiempo Park	3355 Barstow				

ATTACHMENT F-1

CITY FACILITY SERVICES

AGENDA ITEM NO. 13.

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
San Gabriel Park	730 W San Gabriel				
Treasure Ingmire Park	36 N Clovis	1 - 1.5yd	Weekly		
Letterman Park (Skate Park)	912 Villa				
Horse Stalls	905 Villa				
Villa Corp Yard	908 Villa				
Clovis Water Tower (Parking Lot)	754 Fifth St				
Bicenntenial Park	10 N Sunnyside	6 - 2yd	Weekly		
Helm Ranch Park	91 W Ashlan				
Transit Hub	785 Third				
Menlo Building (ABOP)	79 N Sunnyside				
Rotary Park	Barstow/Villa				
Villa Offices/Buildings	868 Villa				

ATTACHMENT F-2

CITY EVENT SERVICES

AGENDA ITEM NO. 13.

Contractor shall provide Recyclable Materials and Organic Materials Collection service to up to twenty (20) events annually, upon City request. A sample of fifteen (15) special events are listed below, each with attendance in excess of two thousand (2,000) people per day.

Figure 1: Special Event List

EVENT	LOCATION	MONTH
CRAFT BEER CRAWL	Old Town	March
BIG HAT DAYS	Old Town	April
AMERICAN CROWN CIRCUS	Sierra Vista Mall	April (5-day Event)
WATER TOWER CAR SHOW	Old Town	April
CLOVIS RODEO	Clovis Rodeo Grounds	April (5-day Event)
RODEO PARADE	Old Town	April
FRIDAY FARMERS MARKET	Old Town	May – October (Every Friday)
OLD TOWN FLEA	Clovis Rodeo Grounds	May (2-Day Event)
O.T. MOTORAMA	Old Town	May
CIF TRACK & FIELD	Buchanan High School	May (2-Day Event)
GLORIOUS JUNK DAYS	Old Town	May & September
FREEDOM FEST	Old Town	July
CLOVIS FEST	Old Town	September (2-Day Event)
ONE ENCHANTED EVENING	Old Town	November
CHRISTMAS PARADE	Old Town	December

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Attachment G: Iran Contracting Act Certification

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ATTACHMENT G

IRAN CONTRACTING ACT CERTIFICATION

COMPANY'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

_____ (Company Name)

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

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Attachment H: Workers' Compensation Certification

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ATTACHMENT H

WORKERS' COMPENSATION CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 ([LAB§3700](#)), in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Company Name of Contractor

Name and Title of Authorized Person

Authorized Signature

Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

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Attachment I: Drug Free Workplace Certification

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ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act of 1990 (Government Code sections 8350 et seq.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug free workplace;
 - (c) The availability of drug counseling, rehabilitation and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse Violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATION

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Company Name of Contractor

Name and Title of Authorized Person

Authorized Signature

Date of Signature



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Finance Department
 DATE: April 21, 2025
 SUBJECT: Provide Direction – 2025/26 Budget Priorities – Measure Y Session #2.

Staff: Andrew Haussler, City Manager

Recommendation: Provide Direction

ATTACHMENTS: 1. March 17, 2025, 2025/26 Budget Priorities – Measure Y Staff Report and Presentation

RECOMMENDATION

That the City Council provides direction on the 2025/26 Budget priorities and the use of projected Measure Y funds.

EXECUTIVE SUMMARY

On March 17, 2025, Staff requested City Council direction on budget priorities for the 2025/26 fiscal year including the use of anticipated Measure Y funds. Staff has been preparing the 2025/26 Budget based on the priorities provided and is returning to provide an opportunity for any clarification needed by staff and/or direction from City Council. The budget is progressing to meet the goals as provided by City Council. However, economic conditions are shifting dramatically, and uncertainty has increased. Staff is taking steps to ensure fiscal sustainability for the City in the near and long-term. Staff does not require specific direction, but the Council may provide any additional guidance on the 2025/26 budget at this time.

BACKGROUND

On March 17, 2025, Staff requested the City Council direction on budget priorities for the 2025/26 fiscal year including the use of anticipated Measure Y funds. Staff has been preparing the 2025/26 Budget based on the priorities provided and is returning to provide for an opportunity for any further clarification needed by staff and/or direction from City Council.

Economic conditions have shifted dramatically in the past few weeks, and uncertainty has increased. Recent global economic shifts including tariffs, increased cost of capital, increased cost of goods and services, and reduced consumer confidence are all reasons for the 2025-26 Annual Budget to be prudent with sufficient safeguards in place to protect and grow City services. Staff is taking steps in the 2025-26 Budget process to ensure fiscal sustainability for the City in

the near and long-term. This includes utilizing the Measure Y revenues to protect public safety services from the revenue shortfall the General Fund is experiencing.

Budget preparation is proceeding, and staff does not see any issues with meeting the Council direction provided to meet Service Level and corresponding Staffing as described in the attached March 17, 2025, staff report (Attachment 1). This is thanks to Measure Y revenue making up for the General Fund revenue shortfall and increasing operating expenses. If adjustments are needed, reductions will be in rebuilding fleet and facility reserves with a long-term goal of fully funding these critical accounts and subsequent investments. The percentage use of Measure Y is projected to be above 90% being spent on Public Safety.

FISCAL IMPACT

The forecast and input sessions provide a basis for staff to develop the 2025/26 Budget for City Council consideration.

REASON FOR RECOMMENDATION

Given the implementation of Measure Y, this process is of extreme importance and requires significant engagement from the Council, staff, and the community to reach the community's goals. The budget is progressing to meet the goals as provided by City Council. Staff has does not need specific direction, but Council can provide any further direction on the 2025/26 budget at this time.

ACTIONS FOLLOWING APPROVAL

Staff will gather comments from the Council to guide the preparation of the 2025/26 City Budget.

CONFLICT OF INTEREST

None.

Prepared by: Andrew Haussler, City Manager

Reviewed by: City Manager AH



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Finance Department
 DATE: March 17, 2025
 SUBJECT: Provide Direction – 2025/26 Budget Priorities – Measure Y

Staff: Andrew Haussler, City Manager

Recommendation: Provide Direction

ATTACHMENTS: 1. Five-Year Financial Forecast through 2029/30

RECOMMENDATION

That the City Council provides direction on the 2025/26 Budget priorities and the use of projected Measure Y funds.

EXECUTIVE SUMMARY

The Five-Year Financial Forecast for the 2025/26 through 2029/30 period was presented to City Council on March 10, 2025. This management tool is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition and is used as a basis for the development of the 2025/26 City Budget. Staff is seeking input on budgeting priorities to allow staff to develop the 2025/26 City Budget that aligns with the Community's needs and expectations. Specifically, staff is seeking feedback on:

1. Service Levels
2. Staffing to Achieve Service Levels
3. Capital Investment (Facilities and Fleet)
4. Fiscal Sustainability Investments (Emergency Reserve and Fund Balance)

BACKGROUND

The Five-Year Financial Forecast for the 2025/26 through 2029/30 period was presented to City Council on March 10, 2025. This management tool is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition and is used as a basis for the development of the 2025/26 City Budget. Staff is seeking input on budgeting priorities to allow staff to develop the 2025/26 City Budget that aligns with the Community's needs and expectations.

With the passage of Measure Y, the City has a unique opportunity to invest in the Community. Previous to this, the City was not afforded the opportunity to maintain the quality of life at a level the citizens desire and deserve, and service cuts would have been needed. Measure Y's ballot language serves as a guiding principle in staff's effort to meet community expectations in the 2025/26 budgeting process. The City estimates it will receive \$26 million annually from Measure Y; however, this is approximate and subject to change should inflationary pressures continue to make residents' discretionary spending more restricted, creating major fluctuations in this revenue.

The Measure Y ballot language included the following goals:

1. Maintaining **Public Safety**
2. Keeping Clovis **Safe & Clean**
3. Retaining **Small Businesses & Jobs**
4. Protecting Local **Drinking Water** Sources
5. Repairing **Streets & Roads**
6. Addressing **Homelessness**
7. Maintaining **Youth & Parks** Programs
8. Other **General Services**
9. Spending **Disclosure/Spent Locally**

Staff would appreciate feedback on the following areas:

1. **Service Level Priorities:** Which city services should be prioritized in the 2025/26 City Budget? Many of the goals of Measure Y were addressed in the scenario staff presented in the Five-Year Forecast. Are these the right goals for the first year of implementation?

The following services are areas that were previously presented by City Departments that proposed investing Measure Y funding for the 2025/26 Budget and included in the Five-Year Forecast:

GOAL 1: Maintaining Public Safety

GOAL 6: Addressing Homelessness

- **Police – Restored Services, Proactive Policing**
 - Restoring Patrol/Specialty Units:
 - Code Enforcement/Animal Services/Youth Programs/Investigations/Traffic/Homelessness/Specialty Teams
 - Restoring Support Team
- **Fire – Reduced Response Times, Improved Medical Care**
 - 1 Squad -or- 1 Engine Crew – *Reduced Response Times*
 - Truck Replacement
 - Restoring Support Team
 - EMS Set-up/Implementation – *Improved Medical Care*

GOAL 2: Keeping Clovis Safe & Clean

- **Parks – A Doubling of Care**
 - Additional Tree Crew for Parks (Enhancing tree maintenance and care)
 - Project Funds for Repairs (Allocating funds for parks and facility repairs)

GOAL 5: Repairing Streets & Roads

- **Roads – Faster Maintenance & Safer Streets**
 - Additional Road Maintenance Crew (Expanding the team for more efficient repairs)
 - Additional Investment in Traffic Units (Traffic Lights, Street Lights & Design)

GOAL 7: Maintaining Youth & Parks Programs

- **Supporting Youth & Senior Programs – Stronger Community**
 - Increasing Programs/Classes to meet demand

GOAL 9: Spending Disclosure/Spent Locally

- **Financial Accountability**
 - Providing for expense reviews and oversight

ALL GOALS: Support For All of the Above

- Facilities Assessment/Planning
- Support Services (IT, Personnel, Facilities, Fleet)
- Adequately funding critical reserves – Facilities/Fleet/Emergency Reserve

It is proposed that not all goals are being addressed with Measure Y funds at this time. However, these categories have significant support from non-Measure Y resources.

2. **Staffing Levels:** Are there specific departments or services where staffing adjustments should be considered?

The following indicate the positions, and related equipment needs Staff recommended in the Five-Year Forecast. The objective is to begin implementation of the goals of Measure Y either directly, or as part of a city-wide system, to make the City the safest City in the Valley. All costs indicated and proposed positions are subject to the budgeting process to determining fiscal cost and feasibility. The focus of this discussion is the FY25-26 Budget year:

GOAL 1: Maintaining Public Safety**GOAL 6: Addressing Homelessness****Police Department Details:****Non-Sworn Professional Positions:**

- 1 Animal Services Officer \$130,000
- 2 Community Services Officers \$260,000
- 1 Police Records Assistant \$90,000
- 1 IT Technician (PD) \$100,000

Sworn Officer Positions

1 Youth Services Officer \$230,000
 1 Investigations Officer \$230,000
 1 SET Officer \$230,000
 1 Traffic Officer \$230,000
 2 Homeless Liaison Officers \$460,000
 1 FORT Team Officer \$230,000

Police Department Total Cost: 5 Non-Sworn Professional positions, 7 Sworn Officer positions, and related vehicles/equipment. \$2,000,000 also allotted for Radio Replacements. **Total is \$6,820,000**

Note:

Alternate Dispatch Center Development (\$2,050,000) is part of Development Impact Fee Account.

Fire Department Details:**Non-Sworn Professional Positions:**

½ GIS Specialist \$60,000

Sworn Positions:**Squad Option: (In Forecast)**

6 Firefighters \$1,230,000 and related Promotions

Engine Crew Option:

9 Firefighters \$1,845,000

3 Captain Promotions \$20,000

3 Engineer Promotions \$30,000

Fire Department Total Cost:

Squad Option: \$1,790,000 for above positions, vehicles, and ALS set-up costs. Also includes Truck 41 Replacement for \$1,800,000. Squad Option **total is \$3,920,000.**

Engine Crew Option: \$2,785,000 for above positions, vehicles, ALS set-up costs. Also includes, Truck 41 Replacement for \$1,800,000. The new Engine Crew would utilize a reserve fleet engine, in the future an additional engine purchase is needed and is estimated at \$1,200,000. Engine Crew option **total is \$4,585,000**, without the future additional engine purchase.

Note: Funds to purchase Fire Station 7 land is included in the Development Impact Fee Account.

GOAL 2: Keeping Clovis Safe & Clean
GOAL 5: Repairing Streets & Roads

Public Utilities Department Details:

Parks – Additional Tree Crew

1 Senior Maintenance Worker \$130,000

1 Maintenance Worker \$100,000

Streets – Pavement/Pothole Crew

1 Senior Maintenance Worker \$130,000

1 Maintenance Worker \$100,000

Street Lighting & Traffic Signals

1 Senior Maintenance Worker \$130,000

Information Technology Support

½ Information Technology Specialist \$60,000 (other half to be Enterprise funded)

Public Utilities Department total cost: \$760,000 for above positions and corresponding vehicles.

Planning and Development Services Department Details:

1 Engineering Technician \$100,000 - Support Traffic Enforcement/Design

1 Staff Analyst \$100,000 - Grant Writer for streets projects

Planning & Development Services total cost: \$200,000 for above positions.

GOAL 7: Maintaining Youth & Parks Programs

General Services Department - Community Services Details:

1 Recreation Coordinator (Senior Services) \$107,500

1 Recreation Specialist (Recreation) \$107,500

General Services Department - Community Services total cost: \$215,000 for above positions.

GOAL 9: Spending Disclosure/Spent Locally

Finance Department Details:

2 Accountants (1/2 Measure Y=1 Position) \$125,000

1 Accounting Systems Technician (1/2 Measure Y=.5 Position) \$50,000

Finance Department - total cost: \$175,000 for above positions.

ALL GOALS: Support Services

Provide needed support staff/services to achieve the above Measure Y goals.

Facilities – Maintain City Facilities

3 Assistant Building Technicians (1/2 Measure Y=1.5 positions) \$165,000

Personnel & Risk Management - Support additional staffing

1 Personnel Technician (1/2 Measure Y=.5 position) \$50,000

Information Technology - Support additional staffing

1 IT Manager (1/2 Measure Y=.5 Position) \$100,000

Support Services in Various Departments – total cost \$315,000 for above positions.

3. Capital Investment Level: Are the levels proposed below appropriate?

Facilities:

A facility assessment is underway which will result in a plan on addressing critical and long-term facility needs for the City to address Public Safety needs and related support services. The Five-Year Forecast included reserving **\$5.0 million** in Measure Y funding to address those needs in 2025/26, and it is proposed to continue this investment in future years.

Fleet:

The City has not been able to adequately fund fleet replacements for Public Safety vehicles for many years. It is now proposed that fleet replacements be fully funded, with a focus on Public Safety vehicles. The Five-Year Forecast included **\$5.15 million** in Measure Y funding in 2025/26, and it is proposed to continue the investment in future years.

4. Emergency Reserves and Fiscal Sustainability: Are the levels of Reserves and General Fund Balance appropriate?

Emergency Reserve:

City Council has established a goal of maintaining an emergency reserve of 25% of General Fund expenditures. This fund is critical in managing significant economic disruptions and/or unexpected events. It also provides a critical foundation for the City to maintain borrowing capacity. The Five-Year Forecast included **\$3 million** investment to reach **19.3%** of General Fund Expenditures in 2025/26 and it is proposed to continue this investment in future years to maintain at least a 20% emergency reserve.

Fiscal Sustainability/General Fund Balance:

This is the amount of funds available in the General Fund that is not allocated for use. This is critical to allow for cash flow management and ensuring the City can manage relatively small unexpected fiscal needs or revenue shortfalls. The Five-Year Forecast included \$5.56 million General Fund Balance; this is **4.4%** of General Fund expenditures in 2025/26. It is proposed to maintain a similar percentage in future years.

FISCAL IMPACT

The forecast and subsequent feedback provides a basis for staff to develop the 2025/26 Budget for City Council consideration.

REASON FOR RECOMMENDATION

Given the implementation of Measure Y, this process is of extreme importance and requires significant engagement from the Council, staff, and the community to reach the community's goals.

ACTIONS FOLLOWING APPROVAL

Staff will gather comments from the Council to guide the preparation of the 2025/26 City Budget.

CONFLICT OF INTEREST

None.

Prepared by: Andrew Haussler, City Manager

Reviewed by: City Manager AH

2025-26 Budget Input Session



March 17, 2025
Presented by:
Andy Haussler, City Manager
Jay Schengel, Finance Director

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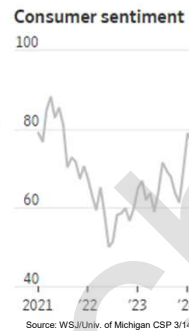
Goal: To Provide Staff Budget Priorities

- Background
 - Review of Five-Year Forecast
 - Review of Measure Y Language
- Provide Guidance on Budget Priorities:
 1. Service Level Priorities
 2. Staffing Levels to meet Service Level Priorities
 3. Capital Investment Levels
 4. Emergency Reserve & Fiscal Sustainability Levels

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Five-Year Forecast Review Trends

- **Sales Tax Revenues –**
 - 4.5% down, 3% growth forecasted
- **Property Tax Revenues –**
 - Steady
- **Expenses growing faster than inflation**
- **Wild Cards –**
 - Inflation ~ 2.5%
 - The Economy
 - Uncertainty is Certain



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CITY OF CLOVIS General Fund Financial Forecast – Summary (Dollars in Thousands)

WITHOUT MEASURE Y

	ACTUALS			ESTIMATED	PROJECTED				
	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Available Fund Balance	1,288	8,429	8,069	4,460	(1,020)	(3,110)	(5,790)	(8,910)	(12,240)
Reappropriation/Encumbrances	(790)	230	(450)	(1,630)					
REVENUES									
Discretionary	73,630	76,290	79,840	81,900	85,810	88,790	92,220	95,770	99,450
Non-Discretionary	30,170	23,340	24,880	29,020	27,670	27,000	26,710	27,450	28,200
Total Revenues	103,800	99,630	104,720	110,920	113,480	115,790	118,930	123,220	127,650
EXPENDITURES									
Public Safety	63,300	72,210	77,460	84,580	85,120	88,200	91,140	94,590	97,220
Public Utilities	11,000	12,400	13,060	14,670	15,230	15,610	16,020	16,490	16,910
General Government	9,660	10,700	11,800	15,480	13,670	14,310	14,540	15,120	15,360
Total Expenditures	83,960	95,310	102,320	114,730	114,020	118,120	121,700	126,200	129,490
Resources Above/(Below) Operating Expenditures	19,840	4,320	2,400	(4,010)	(740)	(2,330)	(2,770)	(2,980)	(1,840)
ADDITIONAL ITEMS									
Transfers Out to General Government Facilities Fund	(5,550)	(2,020)	(2,580)	(1,130)	(1,000)	0	0	0	0
Transfers Out to PDS/Projects	(310)	(300)	(370)	(350)	(350)	(350)	(350)	(350)	(350)
Transfers Out to Fleet Fund	(3,010)	(960)	(1,000)	0	0	0	0	0	0
Total Additional Items	(8,870)	(3,310)	(3,950)	(1,480)	(1,350)	(350)	(350)	(350)	(350)
Net Increase/(Decrease) to Fund Balance	10,970	1,010	(1,550)	(6,490)	(2,090)	(2,680)	(3,120)	(3,330)	(2,190)
OTHER ITEMS									
(Use of)/Addition to Emergency Reserve	3,040	1,600	1,600	(1,630)	0	0	0	0	0
Total Other Items	3,040	1,600	1,600	(1,630)	0	0	0	0	0
Ending Available Fund Balance	8,420	5,060	4,460	(1,020)	(3,110)	(5,790)	(8,910)	(12,240)	(14,430)
Emergency Reserve-(Dollars)	19,400	21,000	22,600	20,970	20,970	20,970	20,970	20,970	20,970
Emergency Reserve as a % of Expenditures	23.10%	22.00%	22.10%	18.20%	18.40%	17.80%	17.20%	16.60%	16.20%

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What is Measure Y?

CITY OF CLOVIS PUBLIC SAFETY/CITY SERVICES MEASURE:

Shall the measure maintaining 9-1-1 emergency medical/police/fire/paramedic response, fire protection, police patrols; keeping public areas safe/clean; retaining local small businesses/jobs; protecting local drinking water sources; accelerating repairs to streets/roads; addressing homelessness; maintaining youth, parks programs; and other general services, by establishing a 1¢ sales tax providing approximately \$28,000,000 annually until ended by voters; requiring public spending disclosure, all funds spent locally, be adopted?

PUBLIC SAFETY/CITY SERVICES MEASURE:

Goals: (Not in any order)

1. Maintaining **Public Safety**
2. Keeping Clovis **Safe & Clean**
3. Retaining **Small Businesses & Jobs**
4. Protecting Local **Drinking Water** Sources
5. Repairing **Streets & Roads**
6. Addressing **Homelessness**
7. Maintaining **Youth & Parks** Programs
8. Other **General Services**
9. **Expenditure Disclosure**/Spent Locally/Wisely Managed

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CITY OF CLOVIS General Fund Financial Forecast – Summary (Dollars in Thousands)

WITH MEASURE Y – RECOMMENDED

	ACTUALS			ESTIMATED	PROJECTED				
	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Available Fund Balance	1,280	8,420	8,080	4,460	5,340	5,560	6,780	4,260	3,330
Reappropriation/Encumbrances	(790)	230	(450)	(1,620)					
REVENUES									
Discretionary	73,630	76,290	79,840	88,260	112,000	115,770	120,010	124,390	128,930
Non-Discretionary	30,170	23,340	24,880	29,020	27,670	27,000	26,710	27,450	26,200
Total Revenues	103,800	99,630	104,720	117,280	139,670	142,770	146,720	151,840	155,130
EXPENDITURES									
Public Safety	63,300	72,210	77,460	84,580	92,520	97,500	104,330	107,550	110,910
Public Utilities	11,000	12,400	13,060	14,870	15,930	16,590	17,890	18,210	18,680
General Government	9,660	10,700	11,800	15,480	15,500	15,850	16,120	16,740	17,020
Total Expenditures	83,960	95,310	102,320	114,930	123,950	130,340	138,140	142,500	146,610
Resources Above/(Below) Operating Expenditures	19,840	4,320	2,400	2,350	15,720	12,430	8,580	9,340	10,520
ADDITIONAL ITEMS									
Transfers Out to Housing Trust	0	0	0	0	(2,000)	(100)	(100)	(100)	(100)
Transfers Out to General Government Facilities Fund	(5,550)	(2,020)	(2,580)	(1,130)	0	0	(1,000)	(1,000)	(1,000)
Transfers Out to PDS/Projects	(310)	(300)	(370)	(350)	(350)	(350)	(350)	(350)	(350)
Transfers Out to Fleet Fund	(3,310)	(990)	(1,000)	0	(5,150)	(3,880)	(5,020)	(3,920)	(2,350)
Total Additional Items	(8,870)	(3,310)	(3,950)	(1,480)	(7,500)	(4,140)	(4,470)	(5,370)	(3,800)
Net Increase/(Decrease) to Fund Balance	10,970	1,010	(1,550)	870	8,220	8,290	4,110	3,970	6,720
OTHER ITEMS									
(Use of)/Addition to Measure Y Balance (Capital Needs)	0	0	0	0	5,000	5,000	5,000	4,000	4,000
(Use of)/Addition to Emergency Reserve	3,040	1,600	1,600	(1,630)	3,000	2,100	1,600	900	800
Total Other Items	3,040	1,600	1,600	(1,630)	8,000	7,100	6,600	4,900	4,800
Ending Available Fund Balance	8,420	8,060	4,460	5,340	5,560	6,780	4,260	3,330	5,290
Measure Y Balance	0	0	0	0	5,000	10,000	15,000	19,000	23,000
Emergency Reserve Balance	19,400	21,000	22,800	20,970	23,970	26,070	27,670	28,570	29,370
Emergency Reserve as a % of Expenditures	23.10%	22.00%	22.10%	18.20%	19.30%	20.00%	20.00%	20.00%	20.00%

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**Question #1:
What city
services
should be
prioritized in
the 2025/26
Budget?**

**Staff Proposed the Following Services be
Prioritized in the 2025/26 Budget:**

GOAL 1: Maintaining Public Safety

GOAL 6: Addressing Homelessness

- **Police – Restored Services, Proactive Policing** 12 Positions
 - Restoring Patrol/Specialty Units:
 - Code Enforcement/Animal Services/Youth Programs/Investigations/Traffic/Homelessness/Specialty Teams
 - Restoring Support Team
- **Fire – Reduced Response Times, Improved Medical Care** 6.5 Positions
 - **1 Squad -or- 1 Engine Crew – Reduced Response Times**
 - Truck Replacement
 - Restoring Support Team
 - EMS Set-up/Implementation – Improved Medical Care

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**Question #1:
What city
services
should be
prioritized in
the 2025/26
Budget?**

**Staff Proposed the Following Services be
Prioritized in the 2025/26 Budget:**

GOAL 2: Keeping Clovis Safe & Clean 2 Positions

- **Parks – A Doubling of Care**
 - Additional Tree Crew for Parks (Enhancing tree maintenance and care)
 - Project Funds for Repairs (Allocating funds for parks and facility repairs)

GOAL 5: Repairing Streets & Roads 5.5 Positions

- **Roads – Faster Maintenance & Safer Streets**
 - Additional Road Maintenance Crew (Expanding the team for more efficient repairs)
 - Additional Investment in Traffic Units (Traffic Lights, Street Lights & Design)

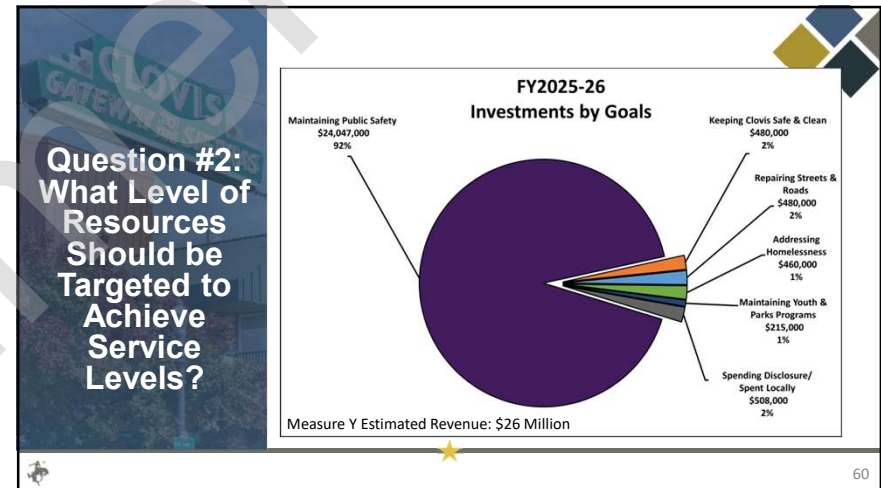
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Question #1:
What city services should be prioritized in the 2025/26 Budget?

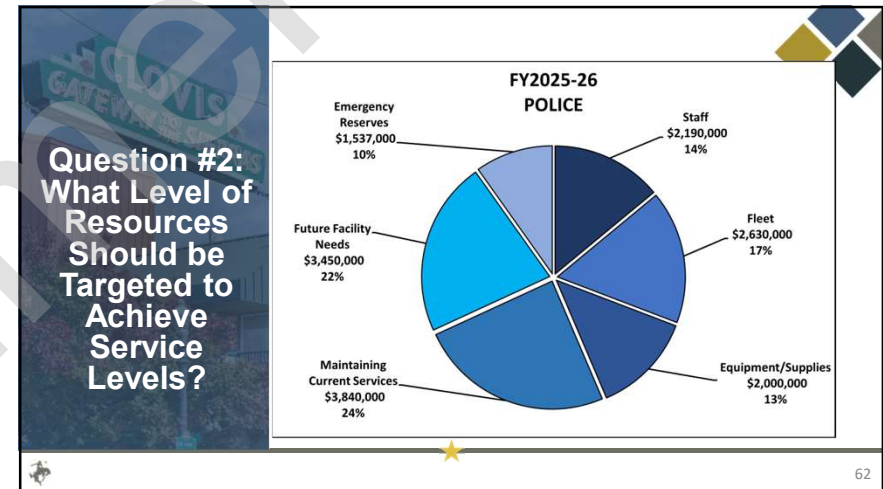
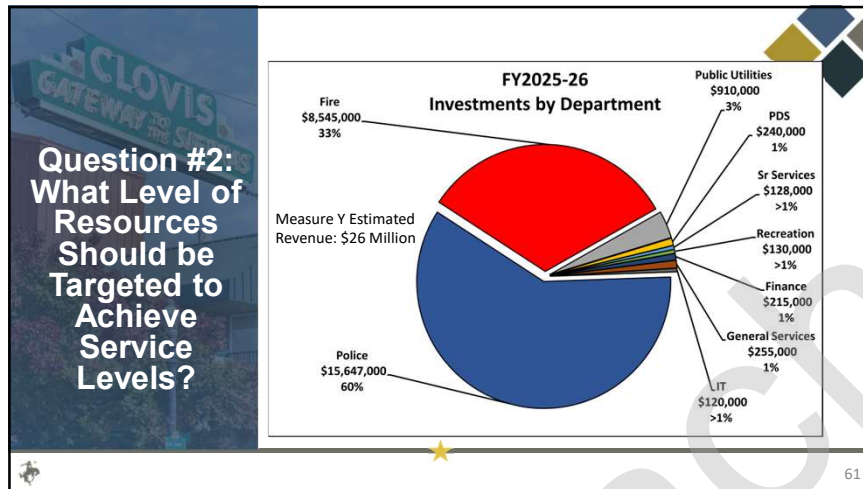
Staff Proposed the Following Services be Prioritized in the 2025/26 Budget:

GOAL 7: Maintaining Youth & Parks Programs	2 Positions
- Supporting Youth & Senior Programs – <i>Stronger Community</i> - Increasing Programs/Classes to meet demand	
GOAL 9: Expenditure Disclosure/Spent Locally	1.5 Positions
- Financial Accountability - Providing for expense reviews and oversight	
ALL GOALS: Support For All of the Above	2.5 Positions
- Facilities Assessment/Planning/Care - Support Services (IT, Personnel, Facilities, Fleet) - Adequately funding critical reserves – Facilities/Fleet/Emergency Reserve	

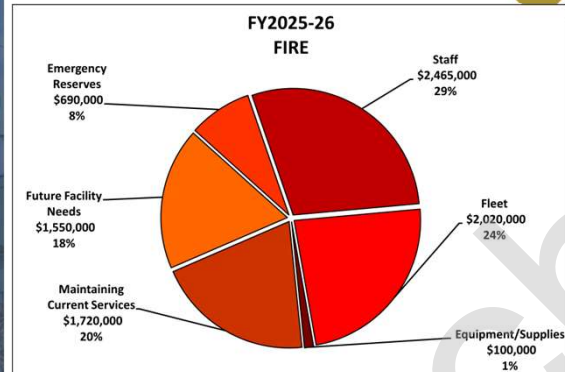
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**Question #2:
What Level of
Resources
Should be
Targeted to
Achieve
Service
Levels?**



**Staff Proposed the Following Services be
Prioritized in the 2025/26 Budget:**

Facilities:

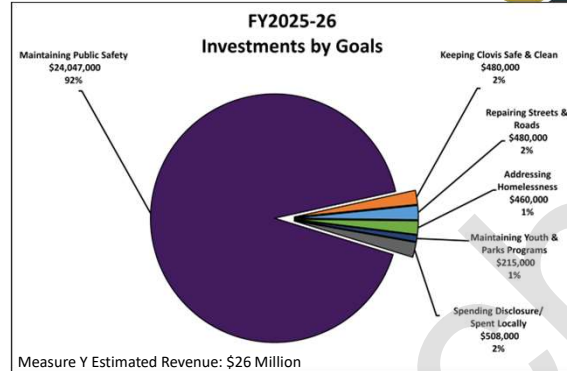
- Facility Assessment Plan Underway
- Public Safety Facilities need investment
- \$5 Million proposed

Fleet:

- Public Safety Needs
- Significantly Underfunded
- \$5.15 Million proposed

**Question #3:
What Level of
Capital
Investments
Should be
Planned For?**

Question #3: What Level of Capital Investments Should be Planned For?



Staff Proposed the Following Services be Prioritized in the 2025/26 Budget:

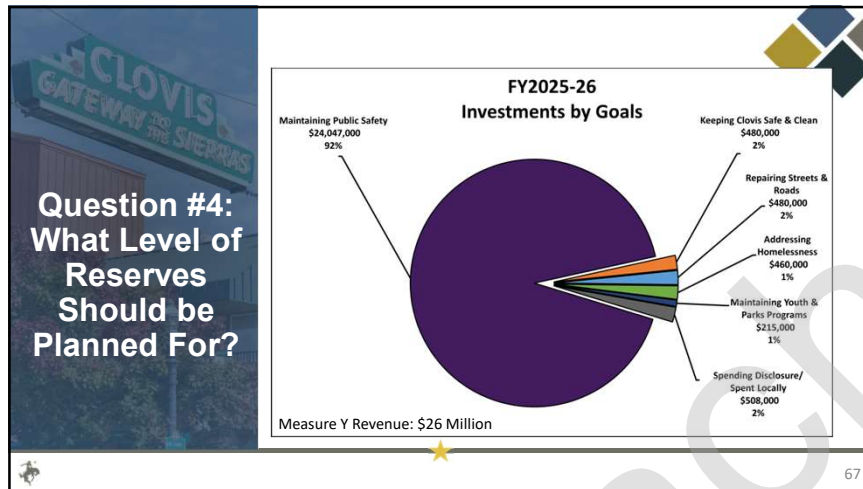
Emergency Reserve

- 19.3% Proposed, Mid-Range Goal of 20%, Long term goal of 25%
- Approximately \$3 million needed in 2025/26 (19.3%)
- Protects Public Safety/General Fund from Fiscal Crisis

Fiscal Sustainability/General Fund Balance

- Goal of 4-5% of General Fund Expenditures
- Approximately \$5.5 Million needed (4.5%)
- Protects Public Safety/General Fund from Revenue/Expense Volatility
- Needed to Maintain/Protect Current Operations

Question #4: What Level of Reserves Should be Planned For?



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2025-26 Budget Plan

City Council Budget Input Sessions

March 17, 2025
April 21, 2025

Budget Hearings

May 19, 2025
June 2, 2025
June 9 or 16, 2025





April 9, 2025



CLOVIS CITY COUNCIL MEETING

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