FRANCHISE AGREEMENT

BETWEEN

CITY OF PACIFIC GROVE

AND

GREENWASTE RECOVERY, INC.

FOR

SOLID WASTE, RECYCLING, AND

ORGANICS COLLECTION SERVICES

AUGUST 6, 2014

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Franchise Agreement between City of Pacific Grove and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Services

THIS FRANCHISE AGREEMENT is made and entered into as of August __, 2014, between the City of Pacific Grove, California, a political subdivision of the State of California (hereinafter "City"), and GreenWaste Recovery, Inc., (hereinafter referred to as the "Contractor").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (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 Solid Waste Collection within their jurisdiction;

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 the Act 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), and SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), 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;

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 Exclusive Right be awarded to a qualified Contractor to provide for the Collection of Solid Waste, Recyclable Materials, and Organic Materials, and other services related to meeting the City's integrated waste management goals;

WHEREAS; the City further declares its intent to approve and maintain reasonable rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Solid Waste, 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 Solid Waste, Recyclables Materials, and Organic Materials within the corporate limits of the City and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such services on the basis set forth in this Agreement.

WHEREAS; the City and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the term of this Agreement that will require the parties to meet and confer to reasonably respond to such changed conditions;

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 FRANCHISE

1.1 GRANT AND ACCEPTANCE OF FRANCHISE

By the signing of this Agreement, City grants to Contractor and Contractor accepts an exclusive franchise within the corporate limits of the City. The franchise granted to Contractor shall be for the scope of services described in Section 3.1 and Exhibit B of 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 FRANCHISE

The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials, and Organic 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:

A. **Recyclable and Organic Materials**. Other Persons shall maintain the right to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials without payment of compensation of any type by the generator of such materials to such Persons;

B. **Self-Hauled Materials**. A Commercial business Owner or Resident may Dispose of Solid Waste, Recyclable Materials, and Compostable Materials generated in or on their own Premises with their own vehicle;

C. **Donated Materials**. Any items which are Source Separated at any Premises by the Generator and donated to youth, civic, or charitable organizations;

D. **Beverage Containers**. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;

E. **Materials Removed by Customer's Contractor as Incidental Part of Services**. Solid Waste, Recyclable Materials, Compostable Materials, and/or C&D 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 and such contractor is providing a service which is not included in the scope of this Agreement;

G. **Animal, Grease Waste, and Used Cooking Oil**. Animal waste and remains from slaughterhouse

or butcher shops, grease, or used cooking oil;

H. **Sewage Treatment By-Product**. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings;

I. **Excluded Waste**. Excluded Waste regardless of its source; and,

J. **Materials Generated by State, County, and Federal Facilities**. Materials generated by State, County, and Federal facilities located in the City 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 the City may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise, 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 Solid Waste, Recyclable Materials, Organic Materials, and/or C&D (collectively "Franchised Materials") in a manner that is not consistent with this Agreement or the City's Municipal Code, it shall report the location, the name and phone number of the Person or company to the 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 this franchise 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 the 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 a 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:

1. Use their reasonable commercial efforts to enforce the exclusiveness of the franchise by the Contractor's identification and documentation of violations of the franchise agreement and the City's notification of generators and collection companies reasonably believed to be violating the franchise regarding the terms of this Agreement.

2. 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.

3. Provide timely access to the City Contract Manager and the Contractor's designated representative and complete and timely responses to requests of the other Party.

4. 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 August 1, 2015 (Commencement Date) and continue in full force for a period of fifteen (15) years, through and including July 31, 2030, unless the Agreement is extended in accordance with this Section or terminated in pursuant to Section 10.2.

At City's sole discretion, this Agreement may be extended without amendment for a period of no less than one (1) and no more than five (5) additional years for a total Term that does not exceed twenty (20) years. If City desires to extend the Agreement, City shall provide the Contractor with written notice of its decision to extend the Agreement at least one (1) year before the expiration of the Term. 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, in whole or in part by City.

A. Accuracy of Representations. The 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 the City.

ARTICLE 3.
SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

The Contractor or its Subcontractor(s) shall be responsible for the following:

A. Collecting Solid Waste, Recyclable Materials, Organic Materials, and C&D generated by and placed for Collection by Customers that are subscribers of Contractor's services pursuant to 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. Performing all other services required by this Agreement including, but not limited to, Customer

billing, public education, Customer service, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting);

D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;

E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City fees), and utilities;

F. 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; and,

G. Complying with all Applicable Laws.

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

The 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 Solid Waste, Recyclable Materials, Organic Materials, C&D, and other materials Collected in the City. 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 Subcontractors for Collection, Transportation, or Processing of Solid Waste, Recyclable Materials, Organic Materials, or C&D services without the prior written consent of City Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those subcontractors 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.

3.4 RESPONSIBILITY FOR MATERIALS

Once Solid Waste, Recyclable Materials, Organic Materials, and C&D 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 the Contractor can identify the Generator pursuant to Section 5.7.B. Once Solid Waste, Recyclable Materials, Organic Materials, or C&D are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility with the exception of Excluded Waste pursuant to Section 5.7.C.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain

with the 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 meet and confer with Contractor to establish the scope of any additional services or 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, 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.

ARTICLE 4.
SCOPE OF SERVICES

Contractor shall perform the Solid Waste, Recyclable Materials, Organic Materials, Reusable Materials, and C&D services described in this Article 4. 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 SOLID WASTE

Contractor shall offer and provide Solid Waste Collection services as described in Exhibit B.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs in accordance with Section 3.5 that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor, subject to Contractor's right to petition for a Rate change pursuant to Section 8.3.

Contractor shall Transport all Solid Waste Collected in City to the Approved Disposal Facility. Contractor shall pay all costs associated with Transporting and Disposal of Solid Waste including payment of any gate fees charged at the Approved Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

4.2 RECYCLABLE MATERIALS

A. Collection and Delivery. Contractor shall provide Recyclable Materials Collection services as described in Exhibit B. Contractor agrees to Transport and deliver all Source Separated Recyclable Materials placed by Customers in Recyclable Material Containers in City to the Approved Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting to and Processing such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the residue as required in Section 4.2.D below shall be paid by Contractor.

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 minimize contamination of the Recyclable Materials Collected under this Agreement and delivered to the Processing Facility.

B. Processing. Contractor has guaranteed sufficient capacity at its 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 have no obligation to maintain a guarantee of capacity following a City-directed change in the Approved Recyclable Materials Processing Facility, pursuant to Section 4.2.E.

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 emergency or sudden unforeseen closure of the Processing Facility, Contractor may use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of 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.

If the need to use the alternative Processing Facility is discretionary or for reasons within Contractor's, or its Processing Facility Subcontractor's, reasonable control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. If the need to use the alternative Processing Site results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, City shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with use of the alternative Processing Facility. In the event that a change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility that results in less cost than the Contractor-identified alternative.

Contractor may permanently change its selection of the Approved Recyclable Materials Processing Facility following City's written approval. If Contractor elects to use a Recyclable Materials Processing Facility that is different than the 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.

C. Marketing. The Contractor shall be responsible for marketing Source Separated 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 the Act. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials. Contractor shall have no obligation to market Recyclable Materials that have been redirected pursuant to Section 4.2.E.

D. 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, at the Approved Disposal Facility. Residue delivered to the Approved Disposal Facility shall not include any Excluded Waste.

E. City Right to Redirect Recyclable Materials. The City may, at any time during the term of this Agreement, require Contractor to deliver Recyclable Materials Collected under this Agreement to a Processing Facility owned by the MRWMD. In the event that City makes such a requirement, Sections 4.2.B through 4.2.D of this Agreement shall be suspended and the Tipping Fee used to calculate the Processing Component of the Rate (Step 4, Exhibit E1) shall be adjusted to the amount charged or paid by the MRWMD to Contractor for the delivery of Recyclable Materials. Contractor shall comply with such direction within ten (10) Business Days of the City's notice or the date specified in such notice, if more than ten (10) Business Days from the date of notice.

4.3 ORGANIC MATERIALS

Contractor shall provide Organic Materials Collections services as described in Exhibit B.

Contractor shall Transport all Organic Materials Collected under this Agreement to the Approved Organic Materials Processing Facility. Contractor shall pay all tipping fees and other costs associated with Transporting and Processing Organic Materials.

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 minimize contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility.

4.4 CONSTRUCTION AND DEMOLITION DEBRIS (C&D)

Contractor shall offer Source Separated and Mixed C&D Collection services as described in Exhibit B. C&D Collection service shall be a temporary service, provided only at sites where construction, alteration, remodeling, repair, or demolition operations are being performed. C&D Collection services

shall be provided to any Customer upon request.

Contractor shall Transport all C&D Collected under this Agreement to the Approved C&D Processing Facility. Contractor shall pay all tipping fees and other costs associated with Transporting and Processing C&D.

Contractor shall observe and comply with all regulations in effect at the Approved C&D Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of C&D.

4.5 BULKY ITEMS AND REUSABLE MATERIALS

Contractor shall offer Bulky Item and Reusable Materials Collection services as described in Exhibit B. Bulky Item and Reusable Materials Collection services shall be offered to Single-Family and Multi-Family Customers pursuant to Exhibit B either free of charge or for an additional charge, and Commercial Customers on an on-call basis within five (5) Business Days after the Customer-requested service date for an additional charge. Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer.

Contractor may, at its sole discretion and expense, identify those Bulky Items and Reusable Materials that can be Collected by local youth, community, or other charitable organizations and arrange with such organizations to provide the Collection. 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.

Contractor shall Transport all Bulky Items or Reusable Materials Collected under this Agreement to the Approved Reusable Materials Processing Facility. Contractor shall pay all costs associated with Transporting and Processing Bulky Items and Reusable Materials. Contractor shall be relieved of this obligation for any items Collected by a local youth, community, or other charitable organization. Contractor shall observe and comply with all regulations in effect at the Approved Reusable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Bulky Items and/or Reusable Materials.

4.6 SPECIAL EVENTS

Contractor shall provide Solid Waste, Recyclable Materials, and Organic Materials services to the special events identified in Exhibit B7 at no cost to the event or City. In addition, Contractor shall provide the special event services to other events that are primarily funded by City upon thirty (30) days advance request by the City Contract Manager. Special event services include:

1. **Event Collection Stations.** Each event collection station shall include a separate receptacle for each of Solid Waste, 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 may utilize the inventory of event receptacles owned and maintained by the MRWMD.

2. **Collection Station Monitors.** Collection station monitors should service event collection stations and educate event attendees about what materials are acceptable in each event

collection station receptacle. Contractor shall staff the event with a sufficient number of employees or volunteers to ensure that event collection stations are serviced frequently enough to prevent overflow and litter.

3. **Containers.** 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 event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing and/or Disposal.

4. **Public Education Booth.** Upon request of either the City Contract Manager or the event organizer, 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.

5. **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., solid waste, 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 which are not identified in Exhibit B7 or otherwise hosted or primarily funded by the City, 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.

4.7 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 Exhibit C.

4.7.1 Program Objectives

Contractor's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for source reduction, reuse, Recycling, and Composting. In general, Contractor-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting; (ii) instruct Customers 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 and Organic Materials; and, (iii) clearly define the Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling.

4.7.2 Coordination with City and MRWMD Educational Efforts

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 the City Contract Manager and the MRWMD staff on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor is aware that the MRWMD is responsible for regional public education and outreach for schools, self-hauled waste, and home Composting. Contractor shall not engage in public education and outreach around these subjects without coordination with and approval of the City Contract Manager or the MRWMD.

Contractor shall allow the City Contract Manager a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. Contractor shall also offer MRWMD the opportunity to review and provide input on public education materials that include messaging for regional public education and outreach for schools, self-hauled waste, and home Composting. City shall have the right to request that Contractor include City and/or MRWMD identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

4.8 BILLING

Contractor shall bill all Customers and be solely responsible for collecting billings at Rates set in accordance with Article 8. 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.

Contractor's website shall provide Customers with 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 Customers to pay bills by cash, check, electronic check, money order, and credit card.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the 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"). 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.

In the event that any account becomes more than forty-five (45) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence and telephone contact. Should any account become more than ninety (90) calendar days past due, Contractor shall provide notice to the Customer via written correspondence, with a copy to the City Contract Manager, that service may be discontinued if the account becomes more than one hundred twenty (120) calendar days past due. Should any account become more than one hundred 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 the 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.

4.9 CUSTOMER SERVICE PROGRAM

4.9.1 Program Requirements

A. Availability of Representatives. A representative of the Contractor who is knowledgeable of the service area, services, and rates shall be available from 7 a.m. to 6 p.m. Monday through Friday to communicate with the public in person and by telephone. Contractor shall maintain a local or toll-free telephone number which it shall publicize. 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 maintain a telephone system in operation from 7 a.m. to 6 p.m. and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to calls. 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 6:00 p.m. and 7:00 a.m.

C. Website. Contractor shall develop and maintain a website that is accessible by the public. Contractor's website shall include all public education and outreach materials described in Exhibit C and provide the public the ability to e-mail Contractor questions, service requests, or Complaints.

D. Local Office. Throughout the Term of this Agreement Contractor shall maintain a local office within Monterey County where, at a minimum, the representatives identified in 4.9.1.A above are located.

4.9.2 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 record in a separate log, approved as to form by City Contract Manager, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term. Upon request by the City Contract Manager, Contractor shall compile and submit a summary statistical table of the complaint log.

Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. In particular, if a complaint involves a failure to Collect Solid Waste, Recyclable Materials or Organic Materials from a Premises in the City, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that Generator has properly placed materials for Collection.

ARTICLE 5.
STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Solid Waste, Recyclable Materials, Organic Materials, and C&D management practices common to Northern California.

5.2 OPERATING HOURS AND SCHEDULES

A. Hours of Collection. Unless otherwise authorized by the City Contract Manager, Contractor's days and hours for Collection operations shall be as follows:

1. Residential Premises. Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

2. Commercial Premises. Collection from Commercial Premises that are <u>two hundred (200) feet or less</u> from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Collection from Commercial Premises <u>more than</u> two hundred (200) feet from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

B. Holiday Collection Schedule. Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Collection services on the day following the Holiday thereby adjusting subsequent work that week; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two weeks prior to the change.

5.3 COLLECTION STANDARDS

A. Servicing Containers. Contractor shall pick up and return each Container to the location where the Occupant properly placed the Container for Collection. Contractor shall place the Containers upright with lids properly secured.

Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers to the Collection vehicle. Contractor may charge Customers for extra services at the Rates approved by City for such services.

B. Litter Abatement. Contractor shall use due care to prevent spills or leaks of material placed for Collection, Used Motor Oil, fuel, and fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials to the Approved Facility.

Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement at no extra charge to the City when no additional direct expenses are incurred by Contractor that are outside the scope of the Public Education and Outreach Program as described in Exhibit C. If requested outreach and staff training would result in additional direct expenses to Contractor, City shall be notified. If City decides to pay direct expenses, Contractor shall conduct activities for no additional charge. If City does not agree to pay direct expenses, Contractor shall be under no obligation to provide the requested services. Such best management practices include, without limitation:

- Closing Container lids and right sizing service: Contractor staff will tag overfull containers with "reminder stickers," which will serve as outreach and education to the Customer. Photos of the container will be taken by drivers, attached to the Customer's account, and will be available to outreach and Customer service staff in order to demonstrate to the Customer where a problem exists.

- Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.

- Driver training on litter reduction techniques and litter removal best management practices.

- Affixing signage to the back of Contractor trucks which reads "Help us keep our roadways and waterways clean. If you see litter falling out of this truck please contact 800-XXX-XXXX".

- Collaboration with City's street sweeping operators, as appropriate, in order to align schedules with Collection schedules to have sweeping following the standard Collection day.

C. Development and Review of Collection Specifications. Contractor shall work with the City to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow the Contractor to safely and efficiently service Solid Waste, Recyclable Materials, and Organic Materials Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon request by the City Contract Manager, provide a review of plans for new Multi-family and Commercial development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within ten (10) days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: i) the adequacy of space for Solid Waste, Recyclable Materials, and Organic Materials Containers; ii) the accessibility of the Containers for

Collection including whether additional charges (e.g., push/pull, etc.) would apply; and iii) ease of use by tenants.

5.4 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. 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 2011, regardless of the actual model year of Contractor’s vehicles, and generally comply with all Federal, State, and local laws and regulations.

Collection vehicles shall present a clean appearance while providing service under this Agreement. 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.

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 of 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.

5.5 CONTAINER REQUIREMENTS

Contractor shall provide all Carts, Bins, and Drop Boxes to all Customers as part of its services. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers shall display the Contractor’s name, local telephone number, and some identifying inventory or serial number.

In the interest of creating effective and consistent public education and outreach, Contractor will utilize its Containers to reinforce public education messages. All Solid Waste Containers shall be black or grey in color. All Recyclable Materials Containers shall be blue in color. All Organic Materials Containers shall be green in color. Contractor’s Containers shall also be labeled with a list of acceptable materials and a list of prohibited materials and such labels shall be in both English and Spanish. Specific color selections and labels shall be approved by the City Contract Manager prior to placing the order for any new Containers.

All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean appearance. Customers using Carts shall be responsible for cleaning such Carts. Contractor shall steam clean and repaint all Containers, except Carts, as requested by Customer or as deemed necessary by Contractor to present a clean appearance. If Customer requests steam cleaning more frequently than one (1) time per year, Contractor may charge the Customer at approved Rates for such service. If any Container is impacted by graffiti, Contractor shall remedy the situation within fourteen (14) calendar

days of notification at no additional charge.

5.6 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 designate at least one (1) qualified employee as City's primary point of contact with Contractor who is principally responsibility for Collection operations and resolution of service requests and complaints.

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 members of the public.

B. Hiring of Displaced Employees. Immediately following award of this Agreement, Contractor shall work with the current hauler to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct collection services to the City and collection support services on January 8, 2014 to one of the seven (7) communities on the Monterey Peninsula involved in the consolidated Request for Proposals (RFP) process. Contractor shall conduct outreach, complete interviews and offer employment to eligible employees and Contractor will not be required to hire positions in excess of the maximum anticipated positions or hire employees for positions if those employees have not been successfully executing duties similar to those desired by Contractor. The maximum anticipated positions needed to provide the services described herein to the six (6) Monterey Peninsula Cities and the Pebble Beach Community Services District are identified in Exhibit H.

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 of its employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to collect, Excluded Waste. Upon the 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.

5.7 HAZARDOUS 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, the 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, the Contractor shall, before leaving the Premises, leave a tag at least two (2) inches by six (6) inches in size, 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. Prior to Commencement of this Agreement, the tag that will be used to notice Customers of reason for non-Collection shall be reviewed and approved by the City Contract Manager.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

C. Response to Excluded Waste Identified At Disposal or Processing 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. The 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.

5.8 CITY CONTRACT MANAGER

City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the 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.

From time to time the City Contract Manager may designate other agents of City or MRWMD to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Contract Manager's designate and Contractor, the City Contract Manager's determination shall be conclusive.

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the City Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the City Contract Manager and the Contractor results in such material impact to the Contractor, Contractor may appeal the determination of the City Contract Manager to the City Manager, whose determination shall be

conclusive. For the purposes of this section, "material impact" is an amount equal to or greater than one-quarter (1/4) of one (1) percent of Contractor's annual Gross Receipts under this Agreement.

City Contract Manager or his or her designee 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. City Contract Manager shall have Read-Only access to sections of Contractor's Customer service database which facilitates City retrieval and reporting of Customer service data.

5.9 ENVIRONMENTALLY-PREFERRABLE PURCHASING

Contractor shall abide by its Environmentally Preferable Purchasing Policy adopted in January 2011 and included as Exhibit I. Contractor shall include a summary of their environmentally-preferable purchasing activities in their Annual Report to City (e.g., volume of recycled content paper purchased, source reduction strategies implemented during the year and the quantified results of that strategy, etc.).

5.10 LOCAL PURCHASING PREFERENCE

Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and supplies used in connection with Agreement from local vendors within the 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.

ARTICLE 6.
RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall maintain accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under the Act and demonstrate compliance with this Agreement. 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 three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by Contractor and made available to the City Contract Manager. 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 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 Solid Waste is taken for transfer or Disposal. Contractor shall maintain records which can establish where Solid Waste Collected was 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.

Solid Waste, Recyclable Materials, Organic Materials, and C&D Collected pursuant to this Agreement, which are combined with materials collected from other jurisdictions, shall be allocated by Contractor to City. The allocation shall be based on volume or Tonnage using a method approved by the City Contract Manager and such approval shall not be unreasonably withheld. On a quarterly basis, Contractor shall provide detailed calculations documenting the allocation of materials to City for materials Collected in vehicles serving multiple jurisdictions.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit quarterly reports within thirty (30) calendar days after the end of the calendar quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Quarterly and annual reports shall, at a minimum, include all data and information as described in Exhibit D.

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 the City Contract Manager and such approval shall not be unreasonably withheld. 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 (via mail and e-mail) all reports to the City Contract Manager with a copy to the General Manager (or their designated representative) of the MRMWD.

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.

ARTICLE 7.
FRANCHISE FEES AND OTHER FEES

7.1 FRANCHISE FEE

In consideration of the rights provided Contractor herein, Contractor shall pay Franchise Fees to City each quarter equal to ten percent (10%) of Gross Receipts for all services performed under this Agreement. Unless otherwise directed by the City, the Franchise Fee shall be increased by two (2) percentage points per year, starting with Rate Period Two, until the Franchise Fee equals sixteen percent (16%) of Gross Receipts. This fee may be adjusted by City Council resolution.

7.2 ADMINISTRATIVE FEE

The Contractor shall pay an Administrative Fee to City each quarter. The amount of the Administrative Fee shall be zero dollars ($0) in Rate Period One and shall be paid in equal quarterly installments. City shall use the Administrative Fee to offset expenses including staffing costs related to contract management, compliance, and monitoring, and to enforce the franchise with respect to any violations by third parties, including initiating and/or assisting in prosecuting enforcement actions. The City shall

retain the sole right to set priorities for its contract monitoring and enforcement among City personnel. This fee shall be a pass-through cost.

7.3 AB 939 FEE

The Contractor shall pay an AB 939 Fee to City each quarter. The amount of the AB 939 Fee shall be zero dollars ($0) in Rate Period One and shall be paid in equal quarterly installments. City shall use the AB 939 Fee to offset expenses for City and/or the MRWMD programs, pilot studies, education and outreach campaigns, reporting, compliance, or other activities involved in compliance with the Act. The City shall retain the sole right to set priorities for the use of its AB 939 Fee. This fee shall be a pass-through cost.

7.4 HHW FEE

The Contractor shall pay an HHW Fee to City each quarter in the amount of zero dollars ($0) per month per Residential dwelling unit served under this Agreement. This fee shall only be included in the calculation of Single-Family and Multi-Family Residential Rates. City shall use the HHW Fee to offset expenses for Household Hazardous Waste programs and facilities which benefit all Residents of City.

7.5 VEHICLE IMPACT FEE

Contractor shall pay a Vehicle Impact Fee to City each quarter. The amount of the Vehicle Impact Fee shall be zero dollars ($0) in Rate Period One and shall be paid in equal quarterly installments This fee is to reimburse the City for street maintenance costs incurred because of Collection vehicles traveling on City streets.

7.6 LITTER ABATEMENT FEE

Contractor shall pay a Litter Abatement Fee to City each quarter equal to three and ninety-five hundredths percent (3.95%) of Gross Receipts for all services performed under this Agreement. This fee is to reimburse the City for the cost of street sweeping, servicing public litter and Recycling Containers, and other activities related to minimizing or abating litter within City or complying with City's National Pollutant Discharge Elimination System permit requirements regarding eliminating Solid Waste from storm water run-off.

7.7 ADJUSTMENT TO FEES

City may set other fees or adjust the fees established in this Article from time-to-time during the Term of this Agreement and such adjustments shall be included in the adjustment of Rates as described in Exhibit E.

The amounts of the Administrative Fee, AB 939 Fee, HHW Fee, Vehicle Impact Fee, and Litter Abatement Fee for subsequent Rate Periods shall be adjusted annually in accordance with the adjustment method described in Exhibit E, or shall be the amount specified by the City.

7.8 PAYMENT SCHEDULE AND LATE FEES

Within thirty (30) calendar days of the end of each calendar quarter, during the Term of this Agreement, Contractor shall remit to City all fees as described in this Article. Such fees shall be remitted to City and sent or delivered to the City Contract Manager. If such remittance is not paid to City on or before the

thirtieth (30th) calendar day following the end of a calendar quarter, all fees dues shall be subject to a delinquency penalty of one and one half percent (1.5%), which attaches on the first day of delinquency. The delinquency penalty shall be increased an additional one and one half percent (1.5%) for each additional month the payment remains delinquent.

Each quarterly remittance to City shall be accompanied by a statement listing the amount of each fee paid; calculation of each fee; and, statement of Gross Receipts, by Customer Type for the period collected from all operations conducted or permitted by this Agreement. City Contract Manager may, at any time during the Term, request a detailed calculation of Gross Receipts which may include, but is not necessarily limited to, the number of Customers charged at each Service Level and Rate for each billing period.

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 the City Contract Manager in any such audit. Should City or its agent perform this review and identify billing errors or other errors in payment of fees valued at one (1) percent or more of Gross Receipts, Contractor shall, in addition to compensating City for lost fees, reimburse the City's cost of the review.

ARTICLE 8.
CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

The Contractor's compensation for performance of all its obligations under this Agreement shall be Gross Receipts. 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, Processing and Disposal fees, fees due to City, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Nothing herein shall obligate City to provide any compensation to Contractor beyond Gross Receipts.

If Contractor's actual costs, including fees due to City, are more than Gross Receipts, Contractor shall not be compensated for the difference in actual costs and actual Gross Receipts. If Contractor's actual costs are less than the actual Gross Receipts, Contractor shall retain the difference provided that Contractor has paid City fees pursuant to Article 7.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from Customers, Rates in Exhibit G3 that are approved by the City for provision of services to Customers. The Rates for Rate Period One are based on the Contractor's Proposal. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit G2.

The Approved Recyclable Materials Processing Facility shall retain revenues received for the sale of Recyclable Materials including California Redemption Value revenues. Such revenues have been considered in the establishment of Rates for services provided under this Agreement. Neither Contractor nor the Approved Recyclable Materials Processing Facility are entitled to grant funds available through the Department of Resources Recycling and Recovery (CalRecycle) through its "Curbside Supplemental Payments" for registered Curbside Recycling programs or "City/County

Payment Program" pursuant to Section 14581(a)(5)(A) of the California Beverage Container Recycling and Litter Reduction Act.

8.2 RATES AND ANNUAL ADJUSTMENTS

A. General. The City shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the City-approved Rate schedule in Exhibit G3, Contractor shall immediately notify the City and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the City-approved Rate schedule does not include this level of service, the Contractor must request that the City approve a Rate for this level of service.

B. Rates for Rate Period One. Rates for Rate Period One, which are presented in Exhibit G3, were determined by Contractor and City and were approved by City resolution on or before the execution of the Agreement. The Rates for Rate Period One shall be effective from the Commencement Date of this Agreement through June 30, 2016.

C. Rates for Subsequent Rate Periods. Rates for subsequent Rate Periods shall be adjusted annually in accordance with this Section 8.2 and Exhibit E.

The index-based adjustment, which is described in Exhibit E1, involves use of various cost adjustment factors (such as the percentage change in the consumer price index and percentage change in the Approved Facility tipping fees) to calculate adjusted Rates. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E1.

Up to three times during the initial term of the Agreement and up to once per extension period, each Party may request that Rates be adjusted using the cost-based methodology described in Exhibit E2 that involves a review of Contractor's actual costs and projection of cost for the coming Rate Period. This cost-based Rate adjustment, if requested by either Party, will be performed instead of the index-based rate adjustment for that Rate Period. The option to request a cost-based adjustment process during the Term of the Agreement is intended to provide the Parties an opportunity to adjust Rates to more accurately reflect actual costs of operations if the cost indices are not tracking with actual changes in costs. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E2.

D. Rate Structure. The City and Contractor shall meet and confer to 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 Section 8.2.C 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 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.

8.3 EXTRAORDINARY RATE ADJUSTMENTS

It is understood that the Contractor accepts the risk for changes in cost of providing services and the service levels requested by Customers and therefore the extraordinary adjustments to Rates shall be

limited to a Change in Law or a City-directed change in scope. If a Change in Law or City-directed change in scope (pursuant to Section 3.5) occurs, the Contractor may petition City for an adjustment to the Rates in excess of the annual adjustment described in Section 8.2.

Contractor shall prepare an application for the extraordinary Rate increase. Such submittal shall be prepared in compliance with the procedures described in Exhibit E2 and shall provide all information requested by City Contract Manager specific to the nature of the request being made. Contractor shall pay all reasonable costs incurred by City, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

In the event of such an application for extraordinary Rate increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable satisfaction of the City Contract Manager that the failure of City to adjust the Rates will result in the Contractor's financial loss or failure to achieve reasonable profitability due to the Change in Law or City-directed change in scope. The Contractor will have to demonstrate financial loss or a failure to achieve reasonable profitability by allowing for City Contract Manager review of financial statements and supporting documentation.

The City Contract Manager shall have the right to request any other information that they, in their sole judgment, determine is necessary to establish the reasonableness or accuracy of Contractor's request for an extraordinary Rate increase. Contractor's failure to fully cooperate in a timely manner with any reasonable request for information by the City Contract Manager may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase

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 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.

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.

In the event that 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 that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 7.8. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

C. **Environmental Indemnity**. Contractor shall defend, indemnify, and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded Waste.

D. **Related to the Act.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of the Act are not met by the Contractor with respect to the waste stream Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by the Act in a timely manner.

E. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (Commonly Proposition 218), which impacts the Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

If, at any time, a Rate adjustment determined to be appropriate by both City (which determination shall not be unreasonably withheld) and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot be implemented. If City and Contractor are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon one hundred eighty (180) calendar days prior written notice to City, in which case the Contractor and City shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination. Should a court of competent jurisdiction determine that the Contractor cannot charge and/or increase its Rates for charges related to Franchise Fees and governmental fees and charges, Contractor shall reduce the Rates it charges Customers a corresponding amount, providing said fees, Rates and/or charges disallowed by the court are not related to the cost of

providing service hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

Nothing herein is intended to imply that California Constitution, Articles XIIIC or XIIID, apply to the Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

This provision (i.e., Section 9.1) will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by City to contribution or indemnity from third parties.

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. 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** - $2,000,000/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).

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, in the event that the 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. 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. The 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.

5. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of the Contractor.

6. Each insurance policy shall provide or be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City Contract Manager ten (10) Business Days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by City Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects City, its officers, agents, employees, and volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against City, its officers, employees, agents, and volunteers.

B. Endorsements. Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish City Contract Manager with certificates or original endorsements reflecting coverage required by this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and are subject to the approval of, City Risk Manager before work commences.

C. Renewals. During the Term of this Agreement, Contractor shall furnish City Contract Manager with certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf.

Workers' Compensation. Contractor shall provide workers' compensation coverage as required by State law, and prior to the Effective Date pursuant to this Agreement, Contractor shall file the following statement with City.

"I am aware of the provisions of Paragraph 3700 of the Labor Code that 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 any services required by this Agreement.

The Person executing this Certificate on behalf of Contractor affirmatively represents that

she/he has the requisite legal authority to do so on behalf of Contractor, and both the Person executing this Agreement on behalf of Contractor and Contractor understand that City is relying on this representation in entering into this Agreement."

9.3 PERFORMANCE BOND

Within seven (7) calendar days of the City's notification to Contractor that the City has executed this Agreement, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be Eight Hundred Seventeen Thousand Dollars ($817,000) and shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. 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 the City. The bond shall be in the form attached as Exhibit H.

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 the 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 and affect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case 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.

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 Pay or Report. Contractor fails to make any payments to City required under this Agreement including payment of City fees or Liquidated Damages and/or refuses 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, the Act, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail 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 the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

J. Seizure or Attachment. There is a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

K. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) calendar days.

L. Criminal Activity. Contractor, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other agreement held with the City.

M. Assignment without Approval. Contractor transfers or assigns this Agreement without the expressed written approval of the City unless the assignment is permitted without City approval pursuant to Section 12.6.

N. Failure to Provide Proposal or Implement Change in Service. Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the City as specified in Section 3.5.

O. Failure to Perform Any Obligation. Contractor fails to perform any obligation established under this Agreement.

City shall provide Contractor written notice of default within seven (7) calendar days of the City's first knowledge of the Contractor's default.

10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT

Contractor shall immediately address any default that, in the Agency Contract Manager's sole opinion,

creates a potential public health and safety threat, and shall resolve such default as quickly as reasonably feasible.

Contractor shall be given ten (10) Business Days from written notification by City to cure any default arising under subsections C, E, F, I, J, and K in Section 10.1 provided, however, that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

Contractor shall be given thirty (30) calendar days from written notification by City to cure any other default (which is not required to be cured within ten (10) Business Days); however, that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor's default, City has the following remedies in the event of Contractor default:

A. Waiver of Default. City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of the City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. Suspension of Contractor's Obligation. City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time the Contractor can provide assurance of performance in accordance with Section 10.8.

C. Liquidated Damages. City may assess Liquidated Damages for Contractor's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit F.

D. Termination. In the event that Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this contract, and the default is not cured for any default within in ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 10.1.C., E, F, I, J, or K, or otherwise thirty (30) calendar days after receipt of written notice of default from the City, then the City may, at its option, terminate this Agreement and/or hold a hearing at its City Council meeting to determine whether this Agreement should be terminated. In the event City decides to terminate this Agreement, the City shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor. In the event City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of City 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 remedies described herein shall not limit the 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, the 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 the 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 the 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 as to 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 shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. City may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. City may, within ten (10) Business Days after issuing the notice, request a meeting with Contractor. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. 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. The decision of City Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

C. Two-Phase Performance Management. The Parties desire to minimize the time and cost involved in monitoring Contractor's performance under this Agreement, particularly with regard to the assessment of Liquidated Damages. Exhibit F to this Agreement identifies each "Performance Area" for which the City desires to establish performance standards for this Agreement. Contractor's performance within each "Performance Area" shall be primarily monitored using the "Performance Indicator" described for each. The City shall not assess Liquidated Damages for the "Specific Performance Measures" identified in Exhibit F unless Contractor fails to meet the minimum standard for the "Performance Indicator" within the same "Performance Area".

D. Amount. City 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.

E. Timing of Payment. Contractor shall pay any Liquidated Damages assessed by City 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 may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above.

10.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective 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 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. In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in

accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for Residential and Commercial Customers.

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 thirty (30) 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 Pacific Grove who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

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.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

11.1 CONTRACTOR'S CORPORATE STATUS

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

11.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

11.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or City is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

11.4 NO LITIGATION

To the best of Contractor's and City'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 either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance by Party of its obligations hereunder;

B. Adversely affect the validity or enforceability of this Agreement; or,

C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

11.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

11.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of either their obligations under this Agreement and the transactions contemplated hereby.

11.7 CONTRACTOR'S ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

ARTICLE 12.
OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors, and/or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 COMPLIANCE WITH LAW

Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, the State, County of Monterey, and City and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

12.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of California.

12.4 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Monterey County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Monterey 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 (10) percent 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 (20) percent 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 (10) percent 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.

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 Solid Waste, Recyclables, and Organics 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 complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements. The City may, in its sole discretion, waive one (1) or more of these requirements.

A. On the date the Contractor submits a written request for the City’s written consent of an

assignment, Contractor shall pay the City a transfer fee in the amount of one (1) percent of the Gross Receipts for the most-recently completed Rate Period.

B. Contractor shall undertake to pay City its reasonable 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 documentation required as a condition for approving any such assignment.

C. Contractor shall furnish City with audited 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 Solid Waste, 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 the 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 Solid Waste, Recyclable Materials, and Organic Materials, including Hazardous Waste; 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 the 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 the City's sole determination, there is any doubt regarding the compliance of the Contractor with the Agreement, City 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.

12.8 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.9 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

If to Contractor:

_____
_____
_____
_____

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.

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 provided below. The City may delegate, in writing, 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 his or her 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 him/her 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.

13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.6 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

13.7 EXHIBITS

Each of the Exhibits identified as Exhibit “A” through “I” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between Exhibit G1 and any other Exhibit(s), such other Exhibit(s) shall control.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto in Pacific Grove, California on the day and year first above written.

CITY OF PACIFIC GROVE	GREENWASTE RECOVERY, INC.
BY:_____	BY:_____
ITS:City Manager	ITS: Chief Operating Officer
DATE:_____	DATE:_____

APPROVED AS TO FORM

BY:_____
City Attorney

EXHIBIT A:
DEFINITIONS

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EXHIBIT A
DEFINITIONS

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

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

"AB 341 Eligible Customer" means Commercial Customers and/or Multi-Family Customers who are required by AB 341 to participate in a recycling program.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), 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 Solid Waste, Recyclable Materials, Organic Materials, and C&D that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement.

"Approved C&D Processing Facility" means the Monterey Regional Waste Management District MRF at 14201 Del Monte Blvd, Marina, CA 93933, which is owned and operated by the MRWMD.

"Approved Disposal Facility" means the Monterey Regional Waste Management District Landfill at 14201 Del Monte Blvd, Marina, CA 93933, which is owned and operated by the MRWMD. The Approved Disposal Facility shall serve as the Disposal site for all Solid Waste Collected by Contractor.

"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility; and/or, Approved Reusable Materials Processing Facility.

"Approved Mixed Waste Processing Facility" means the Monterey Regional Waste Management District Material Recovery Facility at 14201 Del Monte Blvd, Marina, CA 93933, which is owned and operated by the MRWMD. The Approved Mixed Waste Processing Facility shall serve as the Mixed Waste Processing site for all Solid Waste Collected by Contractor.

"Approved Organic Materials Processing Facility" means the Monterey Regional Waste Management District Compost Facility at 14201 Del Monte Blvd, Marina, CA 93933, which is owned by the MRWMD.

EXHIBIT A
DEFINITIONS

"Approved Recyclable Materials Processing Facility" means the GreenWaste Recovery Materials Recovery Facility located at 625 Charles Street, San Jose, CA, which is owned and operated by Contractor.

"Approved Reusable Materials Processing Facility" means the Monterey Regional Waste Management District Last Chance Mercantile, at 14201 Del Monte Blvd, Marina, CA 93933, which is owned and operated by the MRWMD.

"Bin" means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

"**Bulky Item**" means discarded Appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles, large auto parts, or trees.

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

"C&D" means Construction and Demolition Debris.

"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, 32, 64 or 96 gallons (or similar volumes).

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

a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"City" means the City of Pacific Grove, a municipal corporation, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

EXHIBIT A
DEFINITIONS

"City Contract Manager" means the City's Public Works Director who is responsible for the administrative management of this Agreement.

"Collect or Collection (or any variation thereof)**"** means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, 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, Processing, and Composting services required by this Agreement shall be provided.

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

"Compactor" means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) 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.

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

"Construction and Demolition Debris (C&D)" includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste.

"Container(s)" mean Bins, Carts, Compactors, and Drop Boxes.

"Contractor" means Contractor 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 Proposal" means the proposal submitted to City by Contractor on September 13, 2013 for provision of Solid Waste, Recyclables, and Compostable Materials services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

"Curb or Curbside (or any variation thereof)**"** means 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

EXHIBIT A
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exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

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

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

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

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

"Disposal or Dispose (or any variation thereof)**"** means the final disposition of Solid Waste at a Disposal site. Disposal does not include the use of Organic Materials as ADC so long as County and State regulations consider ADC use of Organic Materials as Diversion under the Act.

"Disposal Facility" means a facility for ultimate Disposal of Solid Waste.

"Diversion (or any variation thereof)**"** means activities which reduce or eliminate the amount of Solid Waste to be Disposed including, but not limited to, Recycling, and Composting.

"Drop Box" means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

"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 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

EXHIBIT A
DEFINITIONS

the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Exclusive Right" is the right and privilege granted by City to Contractor to be the only Franchisee that Collects, Transports, and Processes Solid Waste, Recyclable Materials, Organic Materials, and Construction & Demolition Debris (C&D) in a specified geographic area.

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

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

"Food Scraps" means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper. Food Scraps are a subset of Organic Materials.

"Franchise Fee" means the fee paid by Contractor to City for the privilege to hold the rights granted by this Agreement.

"Generator" means any Person whose act or process produces Solid Waste, Recyclable Materials, Organic Materials, or C&D as defined in the Public Resources Code, or whose act first causes Solid Waste 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 there under to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous

EXHIBIT A
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or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

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

"Holidays" are defined as New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

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

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

"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.

"Mixed C&D" means C&D materials which have not been Source Separated into homogeneous material streams of like materials and which require sorting and Processing prior to Recycling.

"Mixed Waste Processing" means the Processing of Solid Waste Collected by Contractor and delivered to the Approved Mixed Waste Processing Facility for the purpose of recovering Recyclable Materials, Reusable Materials, and/or Organic Materials prior to Disposal.

"MRWMD" shall mean the Monterey Regional Waste Management District, its Board of Directors, staff, and/or agents.

"Multi-Family" 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) that receive centralized Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address.

"Occupant" means the Person who occupies a Premises.

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"Organic Materials" means those Yard Trimmings and Food Scraps which are specifically accepted at the Approved Organic Materials Processing Facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

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

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

"Person(s)" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

"Personal Recycling Bin" or **"PRB"** refers to a small easily portable Container with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family dwelling unit.

"Premises" means any land or building in the City where Solid Waste, Recyclable Materials, Organic Materials, or C&D are generated or accumulated.

"Processing" means to prepare, treat, 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, Reusable Materials, or C&D for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

"Rate" means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit G3. 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 July 1 and concluding June 30.

"Recyclable Materials" means those Discarded Materials that: the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Contractor that are at least ninety percent (90%) Recyclable and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Solid Waste, Organic Materials, and C&D. 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, cereal, and other

EXHIBIT A
DEFINITIONS

similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-line paper, 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 to 7); and, bottles including containers made of HDPE, LDPE, or PET.

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

"Residential" 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, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.

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

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

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

"Single-Family" means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Residential units of a duplex, tri-plex, or four-plex Residential structure provided that 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.

EXHIBIT A
DEFINITIONS

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

"Specialty Recyclable Material" means material not specified in this Agreement that can be or will be Collected for purposes of Recycling. Such Specialty Recyclable Material may include, but is not limited to, scrap metal, high-grade paper (including office mixed paper), pallets, and plastic film.

"State" means the State of California.

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

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

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

"Transportation" means the act of transporting or state of being transported.

"Used Motor Oil and Filter" means motor oil and the subsequent oil filter that has been used in a vehicle and cannot be reused.

"Used Oil Recovery Kit" means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a watertight screw-on top to contain Used Motor Oil; one (1) plastic disposable resealable bag 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 Filters from Single-Family residents.

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

"**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 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.

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EXHIBIT B:
DIRECT SERVICES

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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:
DIRECT SERVICES
SINGLE-FAMILY RESIDENTIAL SERVICES

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EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

1. Solid Waste Collection

Contractor shall Collect Solid Waste in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers:	Carts
Container Sizes:	32-, 64-, and 96-gallons or comparable sizes (as requested by Customer)
Service Frequency:	One (1) time per week
Service Location:	Contractor shall provide two (2) direction side/back-yard Solid Waste Collection service to Single-Family Customers upon request for an additional monthly fee.
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Yard Trimmings, Excluded Waste
Additional Service:	Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the "Additional Solid Waste Cart" Monthly Service Rate approved by the City. Contractor shall provide for Collection of up to ten (10) additional bags of Solid Waste from each Customer annually at no additional charge. Solid Waste must be placed in black or grey bags and placed next to their Solid Waste container for Collection. Single-family Customers will not be required to contact Customer Service for pick-up. During the first year and on an annual basis thereafter, Contractor shall distribute to each Single-Family Customer ten (10) Solid Waste Collection stickers. Single-Family Customers may purchase additional Solid Waste Collection stickers in multiples of 10 by contacting Customer Service. Each additional Solid Waste Collection sticker will be charged at a rate equal to the weekly collection rate of a single 32-gallon container (monthly rate divided by four). Customers may also place a standing order on their account for collection of additional Solid Waste each bag collected will charged at a rate equal to the weekly collection rate of a single 32-gallon container (monthly rate divided by four).
Other Requirements:	None

2. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials in Contractor-provided Containers one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Carts
Container Sizes:	64- and 96-gallons or comparable sizes. Standard container size is 64-gallon Carts. 96-gallon carts will be made available, upon request by Customer.
Service Frequency:	One (1) time per week on the same day Solid Waste is collected.

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Service Location: Contractor shall provide two (2) direction side/back-yard Solid Waste Collection service to Single-Family Customers upon request for an additional monthly fee.

Acceptable Materials: Recyclable Materials

Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste

Additional Service: Single-Family Customers shall receive one (1) Recyclable Materials Cart as standard. Contractor shall provide additional Recyclable Materials Carts to Single-Family Customers upon request and may charge the "Additional Recycling Cart" Monthly Rental Rate approved by the City.

Contractor shall establish an "overages" program that allows Single-Family Customers to place additional mixed Recyclable Materials Curbside (in Customer-provided clear plastic bags) or cardboard (tied and bundled no larger than 3' x 3') adjacent to the Recyclable Materials Cart on their regularly-scheduled Collection day at no additional charge to the Customer.

Other Requirements: Contractor shall accept household batteries in the Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag.

Contractor may assess a "contamination fee" per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or City Contract Manager, upon request.

3. Yard Trimming Materials Collection

Contractor shall Collect Yard Trimming Materials in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

Containers: Carts

Container Sizes: 64-, and 96-gallons or comparable sizes. Standard container size is 96-gallon Carts. 64-gallon carts will be made available, upon request by Customer.

Service Frequency: One (1) time per week on the same day Solid Waste is collected.

Service Location: Contractor shall provide two (2) direction side/back-yard Solid Waste Collection service to Single-Family Customers upon request for an additional monthly fee.

Acceptable Materials: Yard Trimmings

Prohibited Materials: Solid Waste, Recyclable Materials, Food Waste, Excluded Waste

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Additional Service: Single-Family Customers shall receive one (1) Yard Trimmings Cart standard. Contractor shall provide additional Yard Trimmings Carts to Single-Family Customers upon request and may charge the "Additional Yard Trimming Cart" Monthly Service Rate equivalent to fifty (50%) of the Solid Waste monthly Service Rate gallon equivalent.

Contractor shall provide for Collection of up to ten (10) additional Customer-provided cans or tied and secured bundles of Yard Trimmings from each Customer annually at no additional charge. Single-family Customers will not be required to contact Customer Service for pick-up. During the first year of this Agreement and on an annual basis thereafter, Contractor shall distribute to each Single-Family Customer 10 Yard Trimming Collection stickers. Single-Family Customers may purchase additional Yard Trimming stickers in multiples of 10 by contacting Customer Service. Each additional Yard Trimming Collection sticker will be charged at a rate equal to fifty percent (50%) of the weekly collection rate of a single 32-gallon Solid Waste Collection container (monthly rate times 50% divided by 4).

Customers may also place a standing order on their account for collection of additional Yard Trimmings and each additional Customer-provided can or bundle collected will charged at a rate equal to the weekly collection rate of a single 32-gallon container (monthly rate divided by four).

Other Requirements: Contractor may assess a "contamination fee" per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Yard Trimmings Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or City Contract Manager, upon request.

4. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Filters in a Contractor-provided Used Oil Recovery Kit from Single-Family Customers and properly Dispose of the Used Motor Oil and Filter.

Containers: Used Oil Recovery Kit

Container Sizes: One 1-gallon Filter Bag; and,
Up to two 1-gallon used oil jugs or one 2.5-gallon used oil jug

Service Frequency: Up to one (1) time per week on the same day as Solid Waste Collection Service.

Service Location: Curbside (adjacent to Recyclable Materials Cart)

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Acceptable Materials: Used Motor Oil and Filter

Prohibited Materials: Solid Waste, Recyclable Materials, Organic Materials, Excluded Waste

Additional Service: Not applicable

Other Requirements: Contractor shall provide a Used Oil Recovery Kit to a Customer on the next scheduled service day after such request is made by Customer at no additional cost to Customer. Upon Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a Used Oil Recovery Kit adjacent to the Recyclables Cart. Contractor shall not be required to Collect more than one (1) Used Oil Recovery Kit per individual dwelling unit per week from Single-Family Customers who request it.

5. Curbside Bulky Item/Reusable Materials Collection

Contractor shall Collect Bulky Items and Reusable Materials from Single-Family Customers and Transport the Bulky Items to the Approved Reusable Materials Processing Facility for Processing.

Containers: Not applicable

Service Level: Up to two (2) cubic yard of Reusable Materials, up to five (5) E-Waste items, AND up to two (2) Appliances or Bulky Items. Appliances with Freon count as two (2) Bulky Items.

Service Frequency: Up to three (3) times per year (as requested by Customer)

Service Location: Curbside

Acceptable Materials: Reusable Materials, Appliances, Bulky Items, E-Waste, and U-Waste

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

Additional Service: Contractor shall Collect additional eligible items that exceed the required Service Level and may charge the "Additional Bulky Item" Rate approved by the City (as requested by Customer) for each item Collected.

Contractor shall provide additional Bulky Item/Reusable Materials Collection Events to Single-Family Customers, beyond three (3) per year, and may charge the "Additional Bulky Item Collection Event" Rate approved by the City. Each Bulky Item/Reusable Materials Collection Event shall be subject to the same Service Level as identified above.

Other Requirements: Contractor shall provide the service to the Customer within five (5) Business Days of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor.

6. Seasonal Programs

Contractor shall develop and educate Single-Family Customers about the availability of and participation requirements for programs dealing with seasonal or periodic waste management demands that exceed

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

regularly scheduled Collection via outreach through the Customer newsletter and the Contractor website. Contractor shall provide the following seasonal program services to Single-Family Customers at no additional charge:

i) **Holiday Tree Collection.** Contractor shall Collect from Single-Family Customers whole, un-flocked, and undecorated holiday trees that are placed curbside during the first two (2) weeks of each year. Holiday trees must be cut into sections no greater than 6'.

ii) **Halloween Pumpkins.** Contractor shall Collect undecorated raw Holiday Pumpkins from Single-Family Customers that have removed all non-biodegradable debris (candle wax, glue, and paint) and placed the pumpkins in their Yard Trimming Material Carts.

iii) **Spring Cleaning.** Contractor shall provide Single-Family Customers with Spring Cleaning Collection opportunities through the Bulky Item and Reusable Materials Collection Events.

iv) **Leaf Season.** Contractor Collect from Single-Family Customers up to 10 additional bags of Yard Trimming Materials throughout the year as described in the Yard Trimmings Additional Services section above.

7. Alternative Service Location for Disabled Single-Family Customers

Contractor shall allow for 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 to receive Collection services at a location other than Curbside at no extra charge to the Customer. Contractor 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. Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer.

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EXHIBIT B2:
DIRECT SERVICES
MULTI-FAMILY RESIDENTIAL SERVICES

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EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

1. Solid Waste Collection

Contractor shall Collect Solid Waste in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal or, at the direction of the City Contract Manager (if an additional cost is involved), or the MRWMD (if no additional cost is involved) to the Approved Mixed Waste Processing Facility for Processing prior to Disposal.

Containers:	Carts, Bins, Drop Boxes, Compactors
Container Sizes:	64-, and 96-gallon or comparable size Carts; 1-, 2-, 3-, 4-, 6-, and 8- cubic yard Bins; and, 10-, 20-, 30-, and 40- cubic yard Drop Boxes or Compactors (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 Multi-Family Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Yard Trimmings, Excluded Waste
Additional Service:	Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.
Other Requirements:	Contractor shall make contact with Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

2. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Carts, Bins, Drop Boxes, Compactors
Container Sizes:	64-, and 96-gallon or comparable size Carts; 1-, 2-, 3-, 4-, 6-, and 8- cubic yard Bins; and, 10-, 20-, 30-, and 40- cubic yard Drop Boxes or Compactors (as requested by Customer)

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

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 Multi-Family Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Recyclable Materials

Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service

Other Requirements: Contractor shall make contact with Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency.

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

Multi-Family Customers with no greater than once per week individual cart service will receive one (1) Recyclable Materials cart free of additional charge.

Contractor may assess a "contamination fee" per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or City Contract Manager, upon request.

3. Organic Materials Collection

Contractor shall Collect Organic Materials in Contractor-provided Carts no less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

Container Sizes: Carts

Container Sizes: 64-, and 96-gallon or comparable size Carts (as requested by Customer).

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

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises. (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Organic Materials

Prohibited Materials: Solid Waste, Recyclable Materials, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service

Other Requirements: Contractor shall make contact with Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency.

If a Customer places Organic Materials Container(s) for Collection and the materials placed in such Container(s) include a sufficient volume or particular type of Prohibited Materials that could reasonably result in the Approved Organic Materials Processing Facility either rejecting the material from Processing or charging Contractor a greater amount for Processing, Contractor may classify that set-out as "Contaminated". Contractor shall document any set-outs classified as Contaminated with photographic evidence of the presence of the Prohibited Material(s) and shall provide such evidence to the City Contract Manager or Customer upon request. In the event of a Contaminated set-out, Contractor shall provide Customer with a written warning of the Contamination and instruct the Customer about how to properly separate and place Organic Materials for Collection and Contractor may, at their sole discretion, refuse to Collect the Container until it is no longer Contaminated. In the event that Contractor classifies more than two (2) set-outs in a consecutive three (3) month period as Contaminated, whether Collected or not, Contractor may assess the "Organics Contamination" Rate approved by the City under this Agreement if Collected. In the event that Contractor has assessed the Organics Contamination Rate more than two (2) times in a consecutive six (6) month period, Contractor may cancel the Customer's subscription to the Organic Materials program and may prohibit such Customer from subscribing to the program until they demonstrate to the satisfaction of the Contractor or City Contract Manager that adequate measures have been implemented to prevent future contamination.

4. Bulky Item/Reusable Materials Collection

Contractor shall Collect Bulky Items and Reusable Materials from Multi-Family Customers and Transport the Collected materials to the Approved Reusable Materials Processing Facility for Processing.

Containers: Not applicable

Service Level: Up to two (2) cubic yards of Reusable Materials, up to five (5) E-Waste items, AND up to two (2) Appliance or Bulky Item

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

Service Frequency:	Up to three (3) times per year (as requested by Multi-Family Customer)
Service Location:	Curbside or other location approved by Contractor
Acceptable Materials:	Reusable Materials, Appliances, Bulky Items, E-Waste, and U-Waste
Prohibited Materials:	Solid Waste, Organic Materials, Recyclable Materials, Excluded Waste or any single item that exceeds two hundred (200) lbs. in weight
Additional Service:	Upon Multi-Family Customer request, Contractor shall Collect additional items which exceed the required Service Level and may charge the "Additional Bulky Item" Rate approved by the City. Contractor shall provide additional Collection events for a Customer beyond three (3) per year and may charge the "Additional Bulky Item Collection" Rate approved by the City.
Other Requirements:	The Contractor shall provide the service to the Customer within five (5) Business Days of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor.

EXHIBIT B3:
DIRECT SERVICES
COMMERCIAL SERVICES

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EXHIBIT B3
COMMERCIAL SERVICES

1. Solid Waste Collection

Contractor shall Collect Solid Waste in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal or, at the direction of the City Contract Manager (if an additional cost is involved), or the MRWMD (if no additional cost is involved) to the Approved Mixed Waste Processing Facility for Processing prior to Disposal.

Containers:	Carts, Bins, Drop Boxes, Compactors.
Container Sizes:	64-, and 96-gallon or comparable size Carts; 1-, 2-, 3-, 4-, 6-, and 8- cubic yard Bins; and, 10-, 20-, 30-, and 40- cubic yard Drop Boxes or Compactors (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 (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials:	Solid Waste
Prohibited Materials:	Excluded Waste
Additional Service:	Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service
Other Requirements:	Contractor shall make contact with Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

2. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials and/or Source Separated Recyclable Materials in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing or, at Contractor's discretion, to any Person who will make a net payment to Contractor for the delivery of the Source-Separated Recyclable Materials.

Containers:	Carts, Bins, Drop Boxes, Compactors
Container Sizes:	64-, and 96-gallon or comparable size Carts; 1-, 2-, 3-, 4-, 6-, and 8- cubic yard Bins; and,

EXHIBIT B3
COMMERCIAL SERVICES

	10-, 20-, 30-, and 40- cubic yard Drop Boxes or Compactors (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 (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service
Other Requirements:	Contractor shall make contact with Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). Contractor may assess a “contamination fee” per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or City Contract Manager, upon request. Contractor shall document and report to the City Contract Manager and the MRWMD each instance where Contractor delivers Source Separated Recyclable Materials to a Person other than the Approved Recyclable Materials Processing Facility. Such report shall include the Person to whom the materials were delivered, the specific type of materials delivered (e.g., cardboard, metal etc.), the number of Tons, and the amount received in payment for the delivery.

3. Organic Materials Collection

Contractor shall Collect Organic Materials in Contractor-provided Containers one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

EXHIBIT B3
COMMERCIAL SERVICES

Containers:	Carts, Bins, Drop Boxes, Compactors
Container Sizes:	64-, and 96-gallon or comparable size Carts; 1- and 2- cubic yard Bins; and, 10-, 20-, 30-, and 40- cubic yard Drop Boxes or Compactors (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 (difficult to Service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials:	Organic Materials
Prohibited Materials:	Solid Waste, Recyclable Materials, Excluded Waste
Additional Service:	Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service
Other Requirements:	Contractor shall make contact with Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). If a Customer places Organic Materials Container(s) for Collection and the materials placed in such Container(s) include a sufficient volume or particular type of Prohibited Materials that could reasonably result in the Approved Organic Materials Processing Facility either rejecting the material from Processing or charging Contractor a greater amount for Processing, Contractor may classify that set-out as “Contaminated”. Contractor shall document any set-outs classified as Contaminated with photographic evidence of the presence of the Prohibited Material(s) and shall provide such evidence to the City Contract Manager or Customer upon request. In the event of a Contaminated set-out, Contractor shall provide Customer with a written warning of the Contamination and instruct the Customer about how to properly separate and place Organic Materials for Collection and Contractor may, at their sole discretion, refuse to Collect the Container until it is no longer Contaminated. In the event that Contractor classifies more than two (2) set-outs in a consecutive three (3) month period as Contaminated, whether Collected or not Contractor may assess the “Organics Contamination” Rate approved by the City under this Agreement if Collected. In the event that Contractor has assessed the Organics Contamination Rate more than two (2) times in a consecutive six (6) month period, Contractor may cancel the Customer’s subscription to the Organic Materials program and may prohibit such Customer from subscribing to the program until they demonstrate to the satisfaction of the Contractor or City Contract Manager that adequate measures have been implemented to prevent future contamination.

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EXHIBIT B4:
DIRECT SERVICES
CONSTRUCTION AND DEMOLITION DEBRIS SERVICES

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EXHIBIT B4
CONSTRUCTION & DEMOLITION DEBRIS SERVICES

1. Source-Separated C&D Collection

Contractor shall Collect Source-Separated C&D and/or Source Separated Recyclable Materials by homogeneous material types (e.g., all metals, all inert materials, all wood waste, etc.) in Contractor-provided Containers at the frequency requested by C&D Customers and Transport all Source-Separated C&D to the Approved C&D Processing Facility for Processing or, at Contractor's discretion, to any Person who will make a net payment to Contractor for the delivery of the Source-Separated C&D.

Containers:	Drop Boxes
Container Sizes:	10-, 20-, 30-, and 40- cubic yard Drop Boxes (as requested by Customer)
Service Frequency:	Up to six (6) times per week but not less than one (1) time per month, as requested by Customer
Service Location:	Curbside or other Customer-selected and Contractor approved service location at the construction site or point of generation.
Acceptable Materials:	Source-Separated C&D, Source-Separated Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Other Requirements:	Contractor shall document and report to the City Contract Manager and the MRWMD each instance where Contractor delivers C&D and/or Source Separated Recyclable Materials to a Person other than the Approved C&D Processing Facility. Such report shall include the Person to whom the materials were delivered, the specific type of materials delivered (e.g., metals, wood, etc.), the number of Tons, and the amount received in payment for the delivery.

2. Mixed C&D Collection

Contractor shall Collect Mixed C&D and/or Recyclable Materials in Contractor-provided Containers at the frequency requested by C&D Customers and Transport all Mixed C&D to the Approved C&D Processing Facility for Processing and all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Drop Boxes
Container Sizes:	10-, 20-, 30-, and 40- cubic yard Drop Boxes (as requested by Customer)
Service Frequency:	Up to six (6) times per week but not less than one (1) time per month, as requested by Customer
Service Location:	Curbside or other Customer-selected and Contractor approved service location at the construction site or point of generation.
Acceptable Materials:	Mixed C&D, Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste

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EXHIBIT B5:
DIRECT SERVICES
AGENCY SERVICES

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EXHIBIT B5
CITY SERVICES

1. Commercial Customer Services to City Facilities

Contractor shall Collect Solid Waste, Recyclable Materials, Source Separated Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from City facilities in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all existing City facilities identified in Exhibit B6 as well as any future City facilities established after the commencement of services. Contractor shall provide these services at no cost to the City.

2. Green/Sustainable Community Committee

Contractor will participate in and/or facilitate a community committee in City and shall serve an advisory role to the City Council with regard to environmental issues.

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EXHIBIT B6:
DIRECT SERVICES
AGENCY SERVICE LEVELS AND LOCATIONS

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City Facilities and Parks

Contractor will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from City facilities in the same manner as those services are provided to Commercial Customers. Contractor will provide service to all City facilities, present and future, at no cost to City. Listed in the table on the following g page are current facilities and parks receiving Collection services in Pacific Grove.

Notes to table:

Some or all of the Downtown locations may best be addressed as part of the analysis currently under way for centralized services, including possible compactors, of commercial accounts. Similar centralized solutions could be considered for the Civic Center locations.

EXHIBIT B6

Street	Location Name	Quantity	Bin Size	Frequency
Lighthouse & Fountain	Downtown	2	Can	Mon.- Fri.
Lighthouse & Grand	Downtown	2	Can	Mon.- Fri.
Lighthouse & Forest	Downtown	3	Can	Mon.- Fri.
Lighthouse & 16th	Downtown	2	Can	Mon.- Fri.
Lighthouse & 17th	Downtown	3	Can	Mon.- Fri.
Lighthouse & 19th	Downtown	3	Can	Mon.- Fri.
Lighthouse @ PG Plaza	Downtown	1	Can	Mon.- Fri.
Lighthouse @ Post Office	Downtown	1	Can	Mon.- Fri.
Lighthouse & Congress	Downtown	2	Can	Mon.- Fri.
Lighthouse @ Passionfish	Downtown	1	Can	Mon.- Fri.
Lighthouse @ Toasties	Downtown	1	Can	Mon.- Fri.
Grove Market on Forest	Downtown	1	Can	Mon.-Fri.
Laurel & Forest	Downtown	1	Can	Mon.-Fri.
Library	Downtown	3	Can	2/week
Museum	Downtown	3	Can	3/week
Chautauqua Hall Lot	Downtown	1	2 yd	1/Week
Police Station	Civic Center	1	2 yd	3/Week
Fire Station	Civic Center	1	2 yd	3/Week
City Hall & Youth Center	Civic Center	2	Can	1/Week
Laurel Street Duplex	Civic Center	1	2 yd	1/Week
Lovers Point Park		1	2 yd	2/Week
Lovers Point Park		1	3 yd	6/Week
Golf Course Corp. Yard		1	2 yd	1/Week
Golf Course Club House		1	3 yd	2/Week
Cemetery		1	2 yd	1/Week
Lighthouse Lot		4	2 yd	3/week
Softball Park		1	2 yd	2/Week
George Washington Park		1	2 yd	1/Week
Community Center		1	2 yd	2/Week
Corporation Yard		1	20 yd min.	1/Week +
Oceanview & Sea Palm		1	2 yd	3/week
Oceanview & Beach		1	2 yd	3/week
Oceanview & Acropolis		2	2 yd	3/week
Oceanview & Asilomar		1	2 yd	3/week

EXHIBIT B7:
DIRECT SERVICES
CITY EVENTS

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EXHIBIT B7

Events and Venues

Contractor will provide Collection services for the following City events and venues, and for additional events and venues at a mutually-agreed upon cost:

Pacific Grove Event and Venue Collection Services		
Event/Venue	Month of the Event	Service Level/Estimated Attendance
Good Old Days	April	See Below
Feast of Lanterns	July	See Below

Contractor shall Deliver and Collect Containers for these events on a Monday – Friday schedule at service levels appropriate to the event. Contractor shall be obligated to perform no more than one (1) Saturday or Sunday Delivery or Collection on an annual basis.

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EXHIBIT C:
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

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EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

1. General Administration

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

1. Prior to the Commencement Date and by December 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 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 developed or updated, opportunities for expanded partnerships, and a timelines for implementation. Input shall be solicited from the City and each plan implementation success shall be measured by deadlines and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including direct and in-kind donations made, 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 their City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review, request modifications, and approve the plan.
2. The City Contract Manager and Contractor shall meet a minimum of one (1) time per calendar quarter to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
3. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature with delivery of Containers. 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 and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be developed and distributed.
4. When developing outreach, educational and promotional materials, Contractor shall work with the City to understand goals and objectives, ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be thematically branded with consistent color, font, look and feel; produced in English and Spanish; and photo-oriented to appeal to varied language and literacy levels. Materials shall also be made available in digital form, and shall be printed double-sided by a Monterey County business on 100% recycled and recyclable paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the City for a final review. The draft shall then be sent for printing and distribution.
5. All City facilities shall receive any and all public education and outreach materials and services provided to the Commercial sector. Contractor shall provide all printed public education materials to

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PUBLIC EDUCATION & OUTREACH PLAN

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.

6. Contractor shall participate in and provide annual funding of at least twenty five thousand dollars ($25,000) to the Central Coast Recycling Media Coalition as the service provider for the Cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, and Seaside and the Pebble Beach CSD.
7. Contractor shall develop and utilize corrective action notices that will also function as non-Collection and courtesy notices in clear instances of Customer non-compliance. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive non-Collection notices during Collection of materials.
8. Contractor shall develop a website specific to its operations in Monterey County, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics. Contractor shall prepare multi-lingual public education materials in English and Spanish and post the multi-lingual outreach materials on its website.

2. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor has proposed to employ one full-time Environmental Outreach Manager (EOM) an two (2) full-time Environmental Outreach Coordinators (EOC) to develop and implement all public education and outreach activities required by this Agreement for all sectors in the Cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, and Seaside and the Pebble Beach CSD. and shall serve the MRWMD service area exclusively. The public education and outreach staff shall work with City to conduct outreach, promote waste reduction, recycling, diversion programs, and provide technical assistance to qualifying Multi-family and Commercial Customers.

As described in Contractor's Proposal, the EOM shall have the following duties and responsibilities:

1. Serve as liaison with the City and MRWMD. In this capacity, EOM shall participate in strategy development meetings related to source reduction, reuse, recycling, and composting;
2. Participate in community activities and offer support to local service organizations;
3. Develop and maintain relationships with the media, draft press releases; and,
4. Ensure compliance with Agreement(s).

The Contractor's EOCs shall have the following duties and responsibilities:

1. Attend events and meetings in the community to promote recycling and diversion programs;

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PUBLIC EDUCATION & OUTREACH PLAN

2. Assist with the development and distribution of educational and outreach materials;

3. Develop a thorough understanding of the history and challenges in managing solid waste and increasing recycling and diversion efforts;

4. Identify recurring contamination issues and proposing solutions;

5. Participate in educational and Participating City-sponsored activities as well as workshops, civic and business group meetings, and other community events;

6. Provide tours of processing facilities, as appropriate;

7. Create environmental awareness and promoting recycling throughout the community; and,

8. Provide technical assistance to qualifying Multi-family and Commercial Service Recipients to comply with AB 341 by conducting site surveys to right-size containers and collection frequency and making recommendations to increase participation and reduce contamination.

Contractor's EOM and EOCs shall, at a minimum, perform the following additional tasks:

1. Work to develop partnerships with and incorporate City and MRWMD program and educational activities into Contractor activities, and vice versa;
2. Prepare proposals and presentations to municipal contract 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. Ensure compliance with the Agreement and regulatory agencies having jurisdiction over Contractor's activities;
6. Coordinate, produce, and implement the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement;
7. ;
8. Offer annual visits to identify the service needs of each eligible Customer, other than Single-Family Customers, by conducting "Recycling opportunity assessments" of Customer locations and facilities;
9. Manage follow up Recycling opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review;
10. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Recycling activities.
11. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each eligible Commercial and Multi-Family Customer who

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will serve as a primary contact and advocate for Recycling and Composting programs within the Customer's organization;

12. Help plan service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
13. Create and distribute reports as required under this Agreement and/or requested by City Contract Manager.

3. Sector-Specific Activities

The following tables present the public education and outreach activities to be performed by Contractor as minimum requirements under this Agreement. Each Customer Type faces unique waste 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

Public Education and Outreach | All Sectors

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	Prepare and distribute a newspaper advertisement that explains all programs that will be offered under the new Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Seasonal Program Notification Postcards	Contractor shall prepare Season Notification Postcards which will be developed and mailed directly to Customers as needed, and timed between quarterly newsletters. Postcards will inform Customers of Halloween Pumpkin Collection, Holiday Tree Collection, Spring Cleaning, Fall Leaves Collection, and other seasonal program offerings.	Quarterly
Public Service Announcement (PSA)	Prepare and distribute a 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	Contractor shall produce a 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, schools, City facilities).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Truck-Side Advertising	Contractor shall, on a quarterly basis, develop and implement a MRWMD-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters 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.

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Public Education and Outreach | Single-Family Education and Outreach Activities

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

Activity	Description	Distribution/Frequency
New Programs Mailing	Prepare and distribute an initial mailing to Single-Family Customers explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; and, the effective date of the change. Additionally, a holiday schedule, and a residential recycling and expanded services guide shall be included.	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 Single-Family Customers and update the guide as needed. 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.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail. To each new Single-Family Customer throughout Term of Agreement.
Neighborhood Group & HOA Visits	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.
Quarterly Newsletter	Prepare and distribute quarterly newsletters 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 shall include an educational section in each newsletter geared towards children. Contractor's annual public education plan shall define a theme for each Quarterly Newsletter.	One (1) time per quarter included in each mailed Customer bill and downloadable from electronic Customer bills.

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Activity	Description	Distribution/Frequency
Corrective Action Notices	Produce a Single-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.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising each seasonal or periodic program (e.g. holiday tree Collections). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) 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 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) days prior to Commencement Date. Updated no less than quarterly.
Advertise Composting and Worm Bins	Promote the availability of Composting and worm Bins offered through the MRWMD. Additionally, Contractor shall promote home Composting through the release of the MRWMD-provided technical information to Single-Family Customers via brochures and newsletters and the Contractor's website.	As requested by City and/or MRWMD within other education materials.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

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

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 Multi-Family households within City explaining the program changes in the new 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 to each Multi-Family household in City.
Recycling Guide	Contractor shall produce a "Recycling guide" specific to Multi-Family 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 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 household in City.
Quarterly Newsletter	Prepare and distribute quarterly newsletters that creatively inform Multi-Family Customers about such topics as availability of Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, environmental conservation 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 shall include an educational section in each newsletter geared towards children. Contractor's annual public education plan shall define a theme for each Quarterly Newsletter.	One (1) time per quarter via direct mail to each Multi-Family household in City.

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Description	Purpose	Distribution/Frequency
Technical Assistance: Recycling Opportunity Waste Assessments	Offer Recycling opportunity assessments at least one (1) time annually for AB341 Eligible Multi-Family Customers 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, 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 component of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendation 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 quarterly, the existing service levels, recommendations made, and the outcome of technical assistance provided.	Offer in-person meetings to AB341 Eligible Multi-Family Customers conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.
Move-In Kits	Prepare 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, a Personal Recycling Bin, and stickers or refrigerator-magnets that clearly define the acceptable and prohibited materials in the Recycling program.	Distributed during Recycling opportunity assessments.

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PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Workshops	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for AB341 Eligible 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 AB341 Eligible Customer's request.
"How-to" Guide: Electronic, Universal and Excluded Waste	Prepare a "how-to" guide on proper Recycling, handling and Disposal of Household Hazardous Waste, E-Waste, and U-Waste and distribute materials directly to tenants of Multi-Family Premises and update the guide as needed. Contractor may arrange for distribution to each tenant 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.
Seasonal Program Notifications	Provide written notification to each Multi-Family Customer and property manager advertising each seasonal or periodic program (e.g. holiday tree Collections). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) days prior to event via direct mail.
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 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 Multi-Family property managers with an opportunity to request "Recycling opportunity assessments" or additional "move-in kits".	At least thirty (30) days prior to Commencement Date. Updated no less than quarterly.
AB341 Outreach Activities	Contractor shall disseminate outreach materials containing AB341 information to assist City with AB341 outreach compliance.	One (1) time annually

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Commercial Education and Outreach Activities

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 new 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 Recycling 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 Recycling 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 Recycling opportunity assessments.

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PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Technical Assistance: Recycling Opportunity Waste Assessments	Offer Recycling opportunity assessments at least one (1) time annually to AB341 Eligible Commercial Customers 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 component of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendation 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 AB431 Eligible Commercial Customers, plus follow-up meetings with individual Customers, as required.
Recycling and Organics Posters	Produce and distribute (during Recycling opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Recycling opportunity assessments.

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Description	Purpose	Distribution/Frequency
Quarterly Newsletter	Prepare and distribute quarterly newsletters 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; athe environmental benefits of buying Recycled-content products and 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) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly newsletter.	One (1) time per quarter via direct mail to each Commercial Customer in City.
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.
AB341 Outreach Activities	Contractor shall disseminate outreach materials containing AB341 information to assist City with AB341 outreach compliance.	One (1) time annually

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Schools

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

The MRWMD shall be primarily responsible for providing outreach to schools. Contractor shall not be required to perform the following activities unless requested to do so by the City Contract Manager and/or MRWMD staff responsible for education and outreach.

Description	Purpose	Distribution/Frequency
Educational Materials	Contractor shall develop and distribute educational materials geared towards younger audiences including an educational video, an activity book, 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: Recycling Opportunity Assessment	Offer on-going technical assistance to AB341 Eligible schools subscribing exclusively to Contractor's services, including performing annual waste assessments, calculating Diversion rates, communicating the results to the MRWMD and the City to improve existing school Recycling and Organics programs.	Offered to AB341 Eligible schools at City/MRWMD Request.
Presentation	Develop and implement a curriculum to teach children how to Recycle and Compost at school and at home.	At City/MRWMD Request.
Facility Tours	Promote, coordinate, and conduct educational field trips to the Recycling MRF and to the MRWMD MRF.	At City/MRWMD Request.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Special Events

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

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, 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.

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EXHIBIT D:
REPORTING REQUIREMENTS

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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 the Act.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and complaints.

Quarterly Report Content

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

1. Tonnage Report

- Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Disposed and those that are Diverted.
- Units of Used Oil, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
- Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
- Organic Materials Tonnage Marketed and Processing Residue Tonnage Disposed.

2. Customer Report

- Number of Customers by Customer Type.
- Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Customer; Multi-Family dwelling unit; Commercial Customer; and, C&D Customer.
- Number of Bulky Item/Reusable Materials Collection events by Customer Type.
- Participation percentage by program and Customer Type where the participation percentage is calculated as the number of Customers who have subscribed to or requested service under the

EXHIBIT D
REPORTING REQUIREMENTS

program relative to the number of Customers of that Customer Type subscribing to Solid Waste service. Contractor shall not be required to submit participant Customer names and addresses as part of the regular reporting; however, such information shall be provided to the City Contract Manager upon request.

3. City Services Report

- City facility Diversion rate report (i.e. volume of service by Service Type received by each City Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
- Summary report on the programs offered to City as described in Exhibit B6 focused on when each service was provided and any issues/concerns identified.

4. Customer Service Report

- 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.).
- Number of new service requests for each Customer Type and program.
- 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 setout, Hazardous Waste, etc.).
- Number of hits and unique visitors to the Contractor's website.

5. Education and Outreach Report

- Provide a status report of Contractor's actual activities completed compared to the annual public education plan. 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.
- Summarize the Recycling opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Recycling 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 units (for Multi-Family), and the Solid Waste and Recyclable Materials Service Level for each complex. Include any Service Level changes resulting from such visits.
- Dates, times, and group names of meetings and events attended.

EXHIBIT D
REPORTING REQUIREMENTS

6. 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.

7. Revenue Report

Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement as required by Section 7.8.

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

Annual Report Content

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

1. Summary Assessment.

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

2. Vehicle Inventory

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

3. Recyclables Markets.

Contractor shall include a listing of markets for Recyclable Materials and the end use of these materials. This type of information is intended to help the City gauge the sustainability of Recycling markets and the ultimate Disposal of all types of materials Collected.

4. Cost-Based Rate Adjustment Data

Provide the following information **only if Rates are to be determined for the upcoming Rate Period using a cost-based adjustment** pursuant to Exhibit E3. With the exception of the "Financial

EXHIBIT D
REPORTING REQUIREMENTS

Information" listed below, all other items listed may be requested by the City Contract Manager at any time during the Term of the Agreement and Contractor shall comply with that request in a timely fashion.

Contractor understands that although all materials received by the City in connection with this Agreement are intended for the use of the City, they are potentially subject to disclosure under the provisions of the Public Records Act. The City agrees to hold financial information delivered pursuant to the requirements of this Agreement and marked "CONFIDENTIAL" as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law. In the event such financial information is requested by any party, City shall notify Contractor of the request and shall thereafter disclose the requested information unless Contractor, within five (5) Business Days of receiving notice of the disclosure request: a) requests nondisclosure; b) provides City a legally sound basis for the nondisclosure; and, c) agrees to indemnify, defend, and hold City harmless in any/all actions brought to require disclosure. This provision shall not be construed to create any legal right or claim that does not exist under the operation of Applicable Law.

a) **Financial Information.** Within one hundred twenty (120) calendar days after the close of the Contractor's Fiscal Year (ending September 31), Contractor shall deliver to the City one (1) hard copy of the audited consolidated financial statements of Contractor for the preceding Fiscal Year. Financial statements shall include a supplemental combining schedule showing Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operation and Contractor's financial condition. Annual financial statements shall be audited, 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 as determined by the State Department of Consumer Affairs Board of Accountancy, and that the CPA's opinion on Contractor's annual financial statements shall be unqualified, and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

b) **Related Party Entities.** As part of the annual reporting requirement, Contractor shall provide the City with a copy of each related party entity's (whose cost of services are not pre-determined in this Agreement on a unit price basis or by a governmental contractor) audited annual financial statements and management letter for that fiscal year, or within ninety (90) calendar days of each related party entity's fiscal year-end, if timing does not coincide with the annual report date. Financial statements shall be prepared in accordance with GAAP and audited, in accordance with GAAS, by a CPA licensed in the State, and that the CPA's opinion on each related party entity's annual financial statements shall be unqualified, and that the CPA make available to the City (or the City's designated representative) such CPA's working papers related to the audit.

EXHIBIT D
REPORTING REQUIREMENTS

Contractor agrees that all financial transactions with all related party entities shall be approved in advance in writing and disclosed in a separate disclosure letter to the City, upon request. This letter shall include, but not be limited to, the following information:

- A general description of the nature of each related party entity transaction, or type of transaction (if many similar transactions exist) shall be provided, as applicable. Such description shall include for each (or similar) transaction, amounts, specific related party entity, basis of amount (how amount was determined), description of the allocation methodology used to allocate any common costs, and profit amount. Amounts shall be reconciled to the related party entity disclosures made in Contractor's annual audited financial statements referred to in this Exhibit.
- At the City's request, Contractor shall provide the City with copies of working papers or other documentation deemed relevant by the Contractor relating to information shown in the annual disclosure letter.

Operational Information:

A. Routes by Customer Type:

1. Number of routes per day.
2. Types of vehicles.
3. Crew size per route.
4. Number of full time equivalent (FTE) routes.
5. Number of accounts and cubic yards scheduled per route.
6. Total route hours per Customer Type per year.
7. Average cost per route.

B. Personnel:

1. Organizational chart.
2. Job classifications and number of employees (e.g., administrative, Customer service representatives, drivers, supervisors, educational staff).
3. Wages by job classification.
4. Number of FTE positions for each job classification.
5. Number of hours per job classification per year.

C. Productivity Statistics:

1. Average Number of accounts per route per day by Customer Type.
2. Average number of setouts per route per day by Customer Type.
3. Average Tons per route per day by vehicle type (i.e. side-loader, front-loader, roll-off).
4. Average cubic yards of Collection scheduled per route.

D. Vehicles:

1. List of collection vehicles including year purchased and mileage.
2. Average age of mobile equipment with oldest and newest.

E. Operational Changes:

EXHIBIT D
REPORTING REQUIREMENTS

1. Number of routes.
2. Staffing.
3. Supervision.
4. Collection services.

Variance Analysis. Provide the following variance analysis for each Customer Type. For any variances greater than five (5) percent annually, Contractor shall provide sufficient rationale to support variance:

1. Variance analysis comparing current Rate Period to each of the prior Rate Periods of Agreement
2. Variance analysis comparing current Rate Period to each of the future projected Rate Periods.

Allocations. Provide the following allocation data:

1. Provide a concise general explanation of the various allocation methodologies used for each Rate application line item.
2. Provide specific examples of each type of allocation used showing how an entry is reported in the general ledger and ties to the Rate application
3. Provide a statement indicating whether there have been any changes in allocation methods used since the last Rate application. If any allocation methods have changed clearly identify those changes.

Projections. Provide the following projection data:

1. Provide support for the basis for projected Gross Receipts and line item expenses, clearly indicate the supporting calculations and assumptions
2. Provide support for the most-recent twelve (12) months of Tonnage data for Rate Period ending October. Clearly indicate the supporting calculations and assumptions.

EXHIBIT E:
RATE ADJUSTMENT METHODOLOGY

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EXHIBIT E
RATE ADJUSTMENT METHODOLOGY

General

Subject to the terms herein, the Contractor shall be entitled to an annual adjustment of all Rates. Each Rate, excluding special charges, includes an "Operating Component", "Disposal Component", "Processing Component", and "Fee Component", which are annually adjusted.

Contractor shall submit its application for a Rate adjustment to the City Contract Manager on or before April 1 of each Rate Period where Rates will be adjusted using the index-based methodology. Contractor shall submit its application on or before February 1 for any Rate Period where Rates will be adjusted using the cost-based methodology. Contractor's Rate application shall document all calculations and include all supporting schedules, documentation of Disposal or Processing Facility tipping fee changes, documentation of changes in Governmental Fees, and any other documentation or evidence determined by the City Contract Manager to be reasonably necessary to ensure that the calculation of Rate adjustments has been performed in strict conformance to the requirements of this Exhibit E.

The City's City Council shall make a good faith effort to approve Rates by June 1 of each year, and such Rates shall be effective on each subsequent July 1. If Rates are not effective by July 1 due to a delay caused solely by City, City shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by City. If Rates are not effective by July 1 as a result of Contractor's delay in submitting the Rate application in a complete and accurate form, then prior Rates remain in effect until such adjustment is made. In the case of a delayed Rate adjustment, the Contractor may bill the Customer during the next billing cycle to recoup the deferred Rate increase.

Definitions

Certain terms which are specific to this Exhibit (including Exhibits E1, E2, and E3) are defined below:

1. **City Fees** shall mean those fees described in Article 7 of this Agreement.
2. **Annual Percentage Change** means the average value of an index for the 12-month period ending December of the then-current Rate Period minus the average index value for the 12-month period ending December of the most-recently completed Rate Period, divided by the average index value for the 12-month period ending December of the most-recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (1,000th).

   For example, if the Contractor is preparing its Rate application for Rates to be effective for Rate Period 2, the Annual Percentage Change in CPI shall be calculated as follows: [(Average CPI for January 2015 through December 2015) – (Average CPI for January 2014 through December 2014)] / (Average CPI for January 2014 through December 2014)].
3. **Bureau of Labor Statistics (BLS)** shall mean the U.S. Department of Labor, Bureau of Labor Statistics

EXHIBIT E
RATE ADJUSTMENT METHODOLOGY

or its successor agency.

4. **Consumer Price Index (CPI)** shall mean the All Urban Consumers Index (CPI-U) compiled and published by the BLS, using the following parameters:

   - Area – San Francisco-Oakland-San Jose Metropolitan Area
   - Item – All Items
   - Base Period – Current 1982-84=100
   - Not seasonally adjusted
   - Periodicity – Bi-Monthly
   - Series Identification Number – CUURA422SA0

5. **Employment Cost Index (ECI)** shall mean the index, compiled and published by the BLS with the following parameters:

   - Compensation – Total Compensation
   - Ownership – Private Industry
   - Periodicity – Index Number
   - Group – 210 - Service-Providing Industries
   - Seasonally Adjusted
   - Series Identification Number – CIS2010000000000Q

6. **Fuel Index** shall mean the Producer Price Index-Commodities for #2 Diesel Fuel compiled and published by the BLS, using the following parameters:

   - Not Seasonally Adjusted
   - Group – Fuels and Related Products and Power
   - Item – #2 Diesel Fuel
   - Base Date – 8200
   - Series Identification Number – WPU057303

7. **Governmental Fee** shall mean any fee or surcharge imposed by a governmental entity other than the City or MRWMD including without limitation the State, County, or Local Enforcement Agency. Governmental Fees are a component of the Tipping Fee.

8. **Pass-Through Cost** shall mean those City Fees, Tipping Fees, Governmental Fees, and other costs, as specifically identified below, that Contractor may include in the determination of Contractor's Compensation but which are not included in the calculation of Contractor's allowable profit.

9. **Rate Adjustment Factor** shall mean the amount, expressed as a percentage, by which each of the operating, disposal, processing, and fee components of each Rate are adjusted. The Rate Adjustment Factor for each component shall be calculated separately.

10. **Tipping Fee** shall mean the Rate or tipping fee charged or paid for each ton or unit of material delivered to an Approved Facility. The Parties acknowledge that the timing of changes to the Tipping Fees at Approved Facilities that are not owned or operated by Contractor or their subcontractor may not align with the review and adjustment of Rates under this Agreement. In the

EXHIBIT E
RATE ADJUSTMENT METHODOLOGY

event that the Contractor begins to pay a new Tipping Fee at an Approved Facility or is directed to an alternative Approved Facility, other than one owned and operated by Contractor or their Subcontractor, prior to the adjustment of Rates under this Agreement, the adjustment to the Rate Adjustment Factor shall consider that period. Alternatively, the City reserves the right to adjust Rates at any time during the year in order to address changes in Tipping Fees alone without adjusting any other component of Rates. The "Current Approved" Tipping Fee for any Approved Facility shall be the Tipping Fee in place on January 1 immediately preceding the submission of the Rate Application. The "Interim Tipping Fee Increment" for any Approved Facility shall be the difference between the prior Tipping Fee and the Current Approved Tipping Fee.

11. **Total Contractor's Compensation** shall mean the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Contractor's Compensation does not reflect or in any way guarantee the Gross Receipts that are to be generated by Rates or retained by the Contractor.

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EXHIBIT E1:
RATE ADJUSTMENT METHODOLOGY
MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

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EXHIBIT E1
MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

General

The multi-index Rate adjustment methodology involves inflating: (1) the operating component of Rates for the current Rate Period by the CPI, ECI, and Fuel Index; and, (2) the disposal, processing, and fee components of the Rates by the actual changes to those components, to determine the Rates for the coming Rate Period. The intent of performing the multi-index-based adjustment is to allow Contractor's Compensation to be adjusted throughout the Term of this Agreement (giving consideration to those specific cost categories of "fuel" and "labor" that may be more volatile than the CPI) using simple, readily available indicators of changes in Contractor's costs for providing service.

If the ECI, CPI, or Fuel Index is discontinued or revised during the Term by the BLS, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if said index had not been discontinued or revised.

Calculation

Contractor shall calculate the adjustment to their Rates using the following methodology:

Step 1: Calculate the "Operating Component Factor" or "OCF".

Step 1a: Calculate the Labor-Related Factor of the OCF by calculating the Annual Percentage Change in the ECI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1b: Calculate the Fuel Factor of the OCF by calculating the Annual Percentage Change in the Fuel Index. The factor shall be rounded to the nearest tenth (10th) percent. If Contractor purchases CNG from the MRWMD, either City or Contractor may require that the percentage change in the Fuel Index be replaced by the percentage change in the annual average per unit price of fuel. The annual average per unit price of fuel shall be calculated based on the total fuel expense in the most recently completed calendar year divided by the number of units purchased in that same period. The percentage change shall consider the average unit price in the most recently completed calendar year compared to the calendar year immediately preceding. For the purposes of the first such adjustment, Contractor's Proposal assumed a Diesel Gallon Equivalent price of $1.696.

Step 1c: Calculate the Other Factor of the OCF by calculating the Annual Percentage Change in the CPI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1d: Calculate the OCF, rounded to the nearest tenth (10th) percent, as follows:

OCF = (17.4% x Labor-Related Factor calculated in Step 1a above) + (3.2% x Fuel Factor calculated in Step 1b above) + (79.4% x Other Factor calculated in Step 1c above)

For example, assuming:

1. Proposed labor-related costs are 17.4% of proposed total annual operating costs.

EXHIBIT E1
MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

2. Proposed fuel costs are 3.2% of proposed total annual operating costs.
3. Proposed other costs are 79.4% of proposed total annual operating costs.
4. Labor-Related Factor = 3% (calculated in Step 1a)
5. Fuel Factor = 17% (calculated in Step 1b)
6. Other Factor = 1% (calculated in Step 1c)
7. OCF = (17.4% x 3%) + (3.2% x 17%) + (79.4% x 1%) = 0.0186 = 1.9%

Step 2: Calculate the adjusted Operating Component, rounded to the nearest cent, for each Rate as follows:

Adjusted Operating Component = Then-current Operating Component x (1 + OCF)

For example, assuming:
1. Then-current Operating Component = $50.00
2. OCF = 1.9%

Adjusted Operating Component = $50.00 x (1 + 0.019) = $50.95

Step 3: Calculate the adjusted Disposal Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of Disposal at the Approved Disposal Facility. This "step 3" shall only be applied to Solid Waste Rates. The adjustment shall be calculated as follows:

Adjusted Disposal Component = Then-current Disposal Component x [(Current Approved Disposal Facility Tipping Fee x Most Recent 12-month Tonnage + Interim Tipping Fee Increment x Actual Tonnage at Interim Tipping Fee) / (Prior Approved Disposal Facility Tipping Fee x Prior 12-month Tonnage)]

For example, assuming:
1. Then-current Disposal Component = $20.00
2. Current Approved Disposal Facility Tipping Fee = $50.00 per Ton
3. Most Recent 12-month Tonnage = 1,050
4. Interim Tipping Fee Increment = $3.75
5. Actual Tonnage at Interim Tipping Fee = 525
6. Prior Approved Disposal Facility Tipping Fee = $46.25 per Ton
7. Prior 12-month Tonnage = 1,000

Adjusted Disposal Component = $20.00 x [($50.00 x 1,050 + $3.75 x 525) / ($46.25 x 1,000)] = $23.55

Step 4: Calculate the adjusted Processing Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of or rebate from Processing at an Approved Processing Facility. This "step 4" shall not be applied to Solid Waste Rates, unless the Solid Waste Rates includes the cost and/or revenue associated with processing Recyclable and/or Organic Materials. The processing component Rate Adjustment Factor shall not exceed the Annual Percentage Change in CPI for any facility owned and operated by Contractor or their Subcontractor. The adjustment shall be calculated as follows:

EXHIBIT E1
MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

Adjusted Processing Component = Then-current Processing Component x [(Current Approved Processing Facility Tipping Fee x Most Recent 12-month Tonnage + Interim Tipping Fee Increment x Actual Tonnage at Interim Tipping Fee) / (Prior Approved Processing Facility Tipping Fee x Prior 12-month Tonnage)]

For example, assuming:
1. Then-current Processing Component = $2.00
2. Current Approved Processing Facility Tipping Fee = $16.00 per Ton
3. Most Recent 12-month Tonnage = 900
4. Interim Tipping Fee Increment = $1.00
5. Actual Tonnage at Interim Tipping Fee = 500
6. Prior Approved Processing Facility Tipping Fee = $15.00 per Ton
7. Prior 12-month Tonnage = 1,000

Adjusted Processing Component = $2.00 x [($16.00 x 900 + $1.00 x 500) / ($15.00 x 1,000)] = $1.99

Step 5: Calculate the adjusted Fee Component, rounded to the nearest cent, for each Rate. The adjusted Fee Component of each Rate shall be calculated as follows:

Adjusted Fee Component = Then-current Fee Component x (1+OCF)

For example, assuming:
1. Then-current Fee Component = $5.00
2. OCF = 1.9%

Adjusted Fee Component = $5.00 x (1 + 0.019) = $5.10

Step 6: Calculate the adjusted value for each Rate charged under this Agreement. Adjusted Rates shall be calculated as follows:

Adjusted Rate = Adjusted Operating Component + (Adjusted Disposal Component AND/OR Adjusted Processing Component) + Adjusted Fee Component

For example, assuming:
1. The Rate being adjusted is a Solid Waste Collection Rate
2. Adjusted Operating Component = $50.95 (as calculated in Step 2)
3. Adjusted Disposal Component = $22.70 (as calculated in Step 3)
4. Adjusted Fee Component = $5.10 (as calculated in Step 5)

Adjusted Rate = $50.95 + $22.70 + $5.10 = $78.75

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EXHIBIT E2:
RATE ADJUSTMENT METHODOLOGY
COST-BASED RATE ADJUSTMENT METHODOLOGY

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EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

General

The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Total Contractor's Compensation for the current Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Gross Receipts most-recently reported calendar year is the "Rate Adjustment Factor". The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation, the number of Customers, and the Service Level of Customers.

The City may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the City's invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable Pass-Through Cost. Regardless of Contractor's payment of costs associated with said review, City shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. City retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. Determine Actual Total Annual Cost of Operations. Contractor's financial statement, books, and records shall be reviewed to determine Contractor's "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:

a. Labor-related costs
b. Vehicle-related costs (excluding fuel)
c. Fuel costs
d. Other costs
e. Depreciation costs

2. Calculate Allowable Costs. Contractor shall calculate "Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period by adjusting "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period (determined in accordance with A.1

EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

above) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in A.1 above. Non-allowable costs that shall be deducted from actual costs include the following:

a. Labor and equipment costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit G.

b. Payments to directors and/or owners of Contractor unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the sole discretion of the City.

c. Travel expenses and entertainment (above five thousand dollars ($5,000) annually in total) expenses, unless authorized in advance by the City.

d. Payments to repair damage to public or private property for which Contractor is legally liable.

e. Fines or penalties of any nature.

f. Liquidated Damages assessed under this Agreement.

g. Federal or State income taxes.

h. Charitable or political donations unless such donation is to a youth, civic, or charitable organization and has been previously approved in writing as an allowable expense by the City Contract Manager.

i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G.

j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the City and Contractor are adverse Parties.

k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.

l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the City derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

m. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.

n. Goodwill.

o. Unreasonable profit sharing distributions.

p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.

q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by the Annual Percentage Change in the CPI.

r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

3. Forecast Total Annual Cost of Operations. Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with A.2 above. The forecasts shall be performed in the following manner:

a. **Forecasted labor-related costs** shall be calculated for the coming Rate Period by multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the ECI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the ECI.

b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.

c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Fuel Index. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the Fuel Index.

d. **Forecasted other costs** shall be calculated for the coming Rate Period by multiplying the allowed other-related costs, both direct and allocated, for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.

e. **Forecasted direct depreciation expense** shall be the amount specified in Exhibit

EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

G2 for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.

f. **Forecasted allocated depreciation expense** shall be the amount specified in Exhibit G2 for vehicles, Containers, and facilities. Allocated depreciation expense is a fixed cost and not subject to inflation.

g. **Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E3:

(1) Forecasted labor-related costs
(2) Forecasted vehicle-related costs (excluding fuel costs)
(3) Forecasted fuel costs
(4) Forecasted other costs
(5) Forecasted direct depreciation expense
(6) Forecasted allocated costs (depreciation)

B. Forecast Profit

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of eighty nine and three tenths percent (89.3%) as proposed by Contractor and described in Exhibit G-2. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations/Operating Ratio)-Forecasted Total Annual Cost of Operations

For Example:
1. Assuming an operating ratio of 92%
2. Assuming a Forecasted Total Annual Cost of Operations of $1,000,000
3. Profit = (1,000,000/.92)-1,000,000=86,956.52

C. Forecast Pass-Through Costs.

Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

1. **Forecasted Disposal Cost.** Annual Forecasted Disposal Cost = (Tipping Fee at Approved Disposal Facility) x (total Tons of Solid Waste Collected for the most-recently completed calendar year).

2. **Forecasted Recyclable Materials Processing Cost.** Annual Forecasted Recyclable Materials Processing Cost = (Tipping Fee at Approved Recyclable Materials Processing Facility) x (total Tons of Recyclable Materials Collected for the most-recently completed calendar year)

3. **Forecasted Organic Materials Processing Cost.** Annual Forecasted Organic Materials

EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

Processing Cost = (Tipping Fee at Approved Organic Materials Processing Facility) x (total Tons of Organic Materials Collected for the most-recently completed calendar year)

4. **Forecasted Interest Expense.** Interest Expense is seventy three thousand six hundred fifty eight dollars ($73,658) per year and shall not be adjusted over the Term of the Agreement.

5. **Forecasted Direct Lease Costs.** Direct Lease Costs are zero dollars ($0) per year and shall not be adjusted over the Term of the Agreement.

6. **Forecasted Allocated Lease Costs.** Allocated Lease Costs are sixty two thousand two hundred fifty six dollars ($62,256) per year and shall not be adjusted over the Term of the Agreement.

D. Forecast City Fees

1. **Forecasted Franchise Fee.** Forecasted Franchise Fees shall equal ten percent (10%) of the Forecasted Total Contractor's Compensation.

2. **Forecasted Administrative Fee.** The Forecasted Administrative Fee shall be in an amount prescribed by the City. If no revised Administrative Fee is provided by the City, the Administrative Fee paid to the City during the prior Rate Period shall remain in effect.

3. **Forecasted AB939 Fee.** The Forecasted AB939 Fee shall be in an amount prescribed by the City. If no revised AB939 Fee is provided by the City, the AB939 Fee paid to the City during the prior Rate Period shall remain in effect.

4. **Forecasted HHW Fee.** The Forecasted HHW Fee shall be in an amount prescribed by the City. If no revised HHW Fee is provided by the City, the HHW Fee paid to the City during the prior Rate Period shall remain in effect.

5. **Forecasted Vehicle Impact Fee.** The Forecasted Vehicle Impact Fee shall be in an amount prescribed by the City. If no revised Vehicle Impact Fee is provided by the City, the Vehicle Impact Fee paid to the City during the prior Rate Period shall remain in effect.

6. **Forecasted Litter Abatement Fee.** Forecasted Litter Abatement Fee shall equal three and ninety-five hundredths percent (3.95%) of the Forecasted Total Contractor's Compensation. If no revised Litter Abatement Fee is provided by the City, the Litter Abatement Fee paid to the City during the prior Rate Period shall remain in effect.

7. **Rate Application Review Costs.** An amount determined by the City to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit.

8. **Forecasted Total City Fees.** Forecasted Total City Fees shall equal the sum of the

EXHIBIT E2
COST-BASED RATE ADJUSTMENT METHODOLOGY

Forecasted Franchise Fee, Forecasted Administrative Fee, Forecasted AB939 Fee, Forecasted HHW Fee, Forecasted Vehicle Impact Fee, Forecasted Litter Abatement Fee, and Rate Application Review Costs.

RATE ADJUSTMENT FACTORS

A. Operating Component Rate Adjustment Factor. The "Operating Component Rate Adjustment Factor" shall be determined by dividing the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Forecasted Interest Expense, Forecasted Direct Lease Costs, and Forecasted Allocated Lease Costs by the sum of the Actual Total Annual Cost of Operations, Profit, Interest Expense, Direct Lease Costs, and Allocated Lease Costs, rounded to the nearest thousandth.

B. Disposal Component Rate Adjustment Factor. The "Disposal Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Disposal Cost by the Disposal Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). The Disposal Component shall only be applied to Solid Waste Collection Rates and shall not be included in the calculation of Recyclable Materials Collection Rates, Organic Materials Collection Rates, or Special Charges.

C. Processing Component Rate Adjustment Factor. The "Processing Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Processing Cost by the Processing Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). This calculation shall be performed for the Forecasted Recyclable Materials Processing Cost for determination of Recyclable Materials Collection Rates. The calculation shall be performed separately for the Forecasted Organic Materials Processing Cost for determination of Organic Materials Collection Rates. The Processing Component Rate Adjustment Factor shall not be applied to Solid Waste Collection Rates or Special Charges.

D. Fee Component Rate Adjustment Factor. The "Fee Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Total City Fees by the sum of all City Fees, as described in Article 7 of the Agreement, paid to the City by Contractor over the most recent twelve (12) months, rounded to the nearest thousandth (1000th).

ADJUSTMENT OF RATES

Each then-current Rate component shall be multiplied by the associated component Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. All Special Charges shall be adjusted using the Operating Component Rate Adjustment Factor.

EXHIBIT F:
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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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 "Performance Indicator" listed below for each area. In the event that Contractor fails to meet the performance standard established for any "Performance Indicator", City Contract Manager may review Contractor's performance relative to the "Specific Performance Measures" within that performance area. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established for any "Specific Performance Measure", the City may assess Liquidated Damages pursuant to Section 11.5 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.

Defined Terms

Certain terms that are specific to this Exhibit are defined below:

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

"Service Opportunity" shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location. For example, a Multi-Family or Commercial Customer receiving Solid Waste Collection service three (3) times per week from two (2) Containers and Recyclable Materials Collection service two (2) times per week from two (2) Containers would have a total of ten (10) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent Quarterly Report to City.

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

Performance Area: Service Quality and Reliability

Performance Indicator: Contractor's service quality and reliability shall be considered acceptable by the City if the total number of calls and emails (including, without limitation: Complaints, inquiries billing questions, service requests, and compliments) received by Contractor from Customers served under this Agreement does not exceed five (5) per one thousand (1,000) Total Service Opportunities in any calendar quarter. If the number exceeds this level, City may assess liquidated damages for the specific performance measures identified in the following table.

EXHIBIT F
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection.	Less than ten (10) per one thousand (1,000) Service Opportunities	$50/Event
Failure to Correct Missed Collections	Each "Missed Collection" as defined above which is not Collected by the end of the Business Day following the receipt of the Customer complaint about the Missed Collection.	Less than one (1) per one hundred (100) Missed Collections	$50/Event
Failure to Clean-Up Spillage	Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Less than five (5) per one thousand (1,000) Service Opportunities	$100/Event
Damage to Property	Each event of damage to either public or private property as a result of Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	Less than two (2) per one thousand (1,000) Service Opportunities	$250/Event
Excessive Noise or Discourteous Behavior	Each Complaint received that is related to either noise during Collection activity or the behavior of Contractor's employees.	Less than five (5) per one thousand (1,000) Service Opportunities	$250/Event
Inaccurate Billing	Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include either over- or under-charging of the Customer relative to the approved Rates for services.	Less than five (5) per one thousand (1,000) bills issued.	$100/Event
Failure to Perform Other Requirement	Each failure to perform any obligation of the Agreement not specifically stated above.	No acceptable failure level	$100/Event

Performance Area: Customer Service

Performance Indicator: The level of Customer service provided by Contractor shall be considered acceptable if the total number of Complaints received by City regarding Contractor does not exceed one (1) per one thousand (1,000) Total Service Opportunities in any calendar quarter. If the number exceeds this level, City may assess liquidated damages for the specific performance measures identified in the following table.

EXHIBIT F
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Failure to Commence Service	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) 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 and PRBs to Customers upon request.	Less than one (1) per 100 Service Requests	$50/Event
Failure to Replace Container	Any failure by Contractor to replace a damaged or defaced Container within seven (7) calendar days of receiving such a request from a Customer.	No acceptable failure level	$50/Event
Failure to Resolve Complaint	Any failure by Contractor to resolve or remedy a Complaint within seven (7) calendar days of receiving such Complaint.	Less than one (1) per 100 Complaints	$100/Event
Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not considered to be answered if the Customer does not speak with a live operator. A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.	Less than five (5) per 1,000 Calls Received Under this Agreement	$50/Event
Excessive Call Center Hold Time	Each occurrence of a call being placed "on hold" for more than two (2) minutes.	Less than two (2) per 1,000 Calls Received Under this Agreement	$50/Event
Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	Less than two (2) per 1,000 Service Opportunities	$50/Event

Performance Area: Diversion

Performance Indicator: Contractor's Diversion performance shall be considered acceptable if the percentage resulting from dividing: the sum of tons of Recyclable Materials, Organic Materials, C&D, and Reusable Materials which are Collected under this Agreement and delivered for Processing; by the total tons Collected by Contractor is 65% or greater in any calendar quarter. If the calculated percentage is

EXHIBIT F
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

less, City may assess liquidated damages for the specific performance measures identified in the following table.

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
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
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	$50/Customer

Performance Area: Facilities

Performance Indicator: Contractor's performance relative to facilities shall be considered acceptable when one hundred percent (100%) of all material types Collected by Contractor shall be delivered to the appropriate Approved Facility as required under Section 4 of this Agreement. If Contractor fails to meet this level of performance, City may assess liquidated damages for the specific performance measures identified in the following table.

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
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 Section 4 of this Agreement.	No acceptable failure level	$100/Ton
Disposal of Targeted Diversion	Each individual occurrence of delivering Recyclable Materials, Organic Materials, C&D, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing.	No acceptable failure level	$500/Ton
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	$100/Container

EXHIBIT F
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Performance Area: Reporting

Performance Indicator: Contractor's reporting shall be considered acceptable if Reports required under Exhibit D and record requests allowed under Article 6 to this Agreement are received, complete, and accurate within seven (7) calendar days after the date due or requested. If Contractor fails to meet this level of performance, City may assess liquidated damages for the specific performance measures identified in the following table.

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Late Report	Each occurrence of a Report, as required under Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	Less than seven (7) calendar days after report due date	$250/Day
Failure to Maintain or Provide Access to Records	Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information.	Less than seven (7) calendar days after report due date	$500/Event
Misleading/ Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	No acceptable failure level	$500/Event

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

Contractor

Initial Here:_____

City

Initial Here: _____

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EXHIBIT G1:
CONTRACTOR'S PROPOSAL
TECHNICAL PROPOSAL

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2 Technical Proposal for Base Proposal

The Monterey Peninsula communities have expressed a desire to enlist the expertise of an experienced and innovative provider of collection services for solid waste, recyclable materials, organic materials, and C&D debris. GreenWaste is an environmental leader that places a high priority on the diversion of waste from landfill disposal. Included in this section is the comprehensive technical proposal documenting GreenWaste's approach to providing the services currently received by each Participating Agency, as well as a few enhancements to these current services. It is anticipated that this proposal will demonstrate GreenWaste's significant innovation, successes of program development, approach to providing topnotch customer service, thorough and documented experience in implementation, effective public education and outreach, and efficient and comprehensive collection and processing operations. These proficiencies will assist the Participating Agencies in meeting, and even exceeding, the waste management goals set forth in the RFP and Agreement.

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2.A Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection

GreenWaste has developed the following Collection and processing/disposal operations proposal for the Participating Agencies that focuses on maintaining a high level of service while increasing participation in Recycling programs, achieving the State's 75% Recycling goal by January 1, 2020. These operations will result in increased diversion, more environmentally sustainable operations, competitive pricing, and will achieve the Participating Agencies' goals for Collection services. GreenWaste has thoroughly designed and precisely developed the following Collection and processing/disposal operations plan to:

- ✓ *Provide cohesive, high quality, and universal Solid Waste, Recyclable Materials, Organic Materials, and C&D debris Collection services for Customers;*
- ✓ *Increase Recycling participation and innovative Organics diversion programs;*
- ✓ *Reduce vehicle emissions and carbon footprint of Collection operations; and,*
- ✓ *Produce excellent Customer satisfaction and superior service.*

The following section details the standard and expanded services GreenWaste will offer to Single-Family, Multi-Family and Commercial Customers, and the Collection methodology, staffing plans, vehicles and equipment to be used for complete provision of Solid Waste, Recyclable Materials, Organic Materials and C&D debris Collection services by sector and material type. GreenWaste will furnish all personnel, labor, and equipment required to collect, remove, and deliver to the Approved Processing or Disposal Facilities, as agreed upon, all Solid Waste, Recyclable Materials, Organic Materials, and C&D debris produced, generated, or accumulated in the Participating Agencies during the period this Agreement is in effect.

The following outlines what is to come within this section:

- ✓ *2.A.i Services Provided*
  - ✓ *2.A.i.a Single-Family Customer Collection Services;*
  - ✓ *2.A.i.b Multi-Family Customer Collection Services;*
  - ✓ *2.A.i.c Commercial Customer Collection Services;*
  - ✓ *2.A.i.d Permanent and Temporary Roll-Off Services;*
  - ✓ *2.A.i.e Litter Abatement;*
  - ✓ *2.A.i.f Participating Agency-Specific Services; and,*
  - ✓ *2.A.i.g Disaster Relief Services.*
- ✓ *2.A.ii Collection Methodology*
  - ✓ *2.A.ii.a Collection Containers;*
  - ✓ *2.A.ii.b Vehicles;*
  - ✓ *2.A.ii.c Route Planning; and,*
  - ✓ *2.A.ii.d Personnel.*
- ✓ *2.A.iii Processing and Disposal*
  - ✓ *2.A.iii.a Solid Waste Disposal;*
  - ✓ *2.A.iii.b Recyclable Materials Processing and Marketing;*
  - ✓ *2.A.iii.c Organics Delivery; and,*
  - ✓ *2.A.iii.d C&D Debris Delivery.*

The detailed Operational Plan for all communications with Customers regarding opportunities for decreasing contamination, increasing Recycling, and ultimately increasing diversion is covered in the following sections:

Section 2.C | Public Education & Outreach
Section 2.D | Customer Service
Section 2.E | Billing

2.A.i Services Provided

2.A.i.a Single-Family Customer Collection Services

GreenWaste will offer to the Participating Agencies standard Collection services that match the current services Customers are receiving, as detailed in the Current Single-Family Collection Services table below, as well as some enhancements to the current services as required per the RFP, Agreement, and Exhibits:

Current Single-Family Collection Services							
	Carmel	Del Rey Oaks	Marina	Pacific Grove	Pebble Beach	Sand City	Seaside
Solid Waste Collection	✓	✓	✓	✓	✓	✓	✓
Additional Solid Waste Containers					$**		
Recyclable Materials Collection	✓	✓	✓	✓	✓	✓	✓
Additional Recycling Containers					$**	✓	
Yard Trimmings Collection	✓	✓	$	✓	✓	✓	$
Additional Yard Trimmings Containers				✓	$**	$	
Back-/Side-Yard Collection Service	✓			$	✓/$*		✓
Curbside Motor Oil & Filter Collection	✓	✓	✓	✓	✓	✓	✓
Curbside Holiday Tree Collection	✓	✓	✓	✓	✓	✓	✓
Curbside Household Battery Collection					✓		
E-Waste Events					1***		

**Note: Pebble Beach offers one-direction back-/side-yard Collection services at no additional charge to Residential customers and charges an additional fee to customers for two-direction back-/side-yard Collection service.*
***Note: Pebble Beach charges for extra bins per Exhibit B.*
**** Note: Pebble Beach has a four hour e-waste event once a year that is held at the District's main fire station parking lot. Containers and staff provided by the Franchise provider.*

Proposed Base Single-Family Collection Services							
	Carmel	Del Rey Oaks	Marina	Pacific Grove	Pebble Beach	Sand City	Seaside
Solid Waste Collection	✓	✓	✓	✓	✓	✓	✓
Additional Solid Waste Containers	$	$	$	$	$	$	$
Recyclable Materials Collection	✓	✓	✓	✓	✓	✓	✓
Additional Recycling Containers	$	$	$	$	$	✓	$
Yard Trimmings Collection	✓	✓	✓	✓	✓	✓	✓
Additional Yard Trimmings Containers	$	$	$	✓	$	$	$
Back-/Side-Yard Collection Service	✓			$	✓/$*		✓
Curbside Motor Oil & Filter Collection	✓	✓	✓	✓	✓	✓	✓
Curbside Holiday Tree Collection	✓	✓	✓	✓	✓	✓	✓
Curbside Household Battery Collection	✓	✓	✓	✓	✓	✓	✓
E-Waste Events					1***		

**Note: Pebble Beach offers one-direction back-/side-yard Collection services at no additional charge to Residential customers and charges an additional fee to customers for two-direction back-/side-yard Collection service.*
**** Note: Pebble Beach has a four hour e-waste event once a year that is held at the District's main fire station parking lot. Containers and staff provided by the Franchise provider.*

GreenWaste will provide all Single-Family Customers with weekly Collection service for Solid Waste, single-stream Recyclable Materials, and Yard Trimmings and will offer additional services tailored to each Participating Agency as described below. Collection containers may be offered in the default sizes, with options for additional containers and/or container sizes available, as detailed in the table below.

Single-Family Containers			
	Solid Waste	Recyclable Materials	Yard Trimmings
20-Gallon	✓	n/a	n/a
35-Gallon	✓	✓	✓
65-Gallon	✓	D	✓
95-Gallon	✓	✓	D
Additional Container(s)	$ ~ All Participating Agencies	A ~ Sand City $ ~ All Participating Agencies	A ~ Pacific Grove $ ~ All Participating Agencies

✓ ~ Offered
A ~ Available (No Additional Charge)
$ ~ Available (Additional Charge)
D ~ Default Size
n/a ~ Not Available

Side/Back-Yard Service | While the default cart sizes for specific materials outlined above will be offered to all Single-Family Customers, GreenWaste will make additional sizes available upon request due to space constraints or physical disability for all material types. GreenWaste will allow for persons that have a disability as defined by the Americans with Disabilities Act that are occupants of Single-Family Premises to receive Collection services at a location other than curbside at no extra charge to the Customer. GreenWaste will make reasonable accommodations with regard to provision of and servicing of containers

at no additional cost to the Customer. The following Participating Agencies currently receive additional side/back-yard accommodations and will continue to receive such services from GreenWaste:

- Carmel | Single-Family Customers will receive two (2) direction side/back-yard service for all material types at no additional charge;
- Pebble Beach CSD | Single-Family Customers will receive one (1) direction side/back-yard service (i.e., containers are either collected from or returned to a designated location on the property within 100 feet of the curb) for all material types at no charge upon Customer request. Single-Family Customers will receive two (2) direction side/back-yard service upon Customer request for an additional fee;
- Pacific Grove | Single-Family Customers will receive two (2) direction side/back-yard service for all material types upon Customer request for an additional fee.

Single-Family Solid Waste Collection | GreenWaste will provide all Single-Family Customers with weekly curbside (or side/back-yard service for eligible Customers) Solid Waste Collection service and transport all Solid Waste collected to the Approved Disposal Facility. Single compartment fully- and semi-automated rear-, front- and side-loader Collection vehicles will be utilized. For a complete list of vehicles to be used for residential Solid Waste Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Single-Family Customers new Solid Waste carts in 20-, 35-, 65-, and 95-gallon sizes. Additional carts will be available upon Customer request and GreenWaste will charge an "Additional Solid Waste Cart" Rate approved by the Participating Agencies. Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will also be available at an additional charge.

- One Time Solid Waste Overages | GreenWaste will collect up to ten (10) additional bags of Solid Waste from each Single-Family Customer on their regularly-scheduled Collection day at no additional charge. On a yearly basis GreenWaste will mail all Single-Family Customers 10 stickers that are to be placed on each extra bag of Solid Waste a Customer wishes to be collected. These stickers will have an expiration date of the end of that year. The driver will log if a bag or bags are collected that have these stickers adhered to them. GreenWaste will track the use of the stickers as well as program participation for the Participating Agencies.
- Recurring Solid Waste Overages | GreenWaste will also offer Single-Family Customers the option of placing a "Standing Order for Extras" on their account. This allows a Customer to agree ahead of time to pay an approved rate for Collection of extra bags of garbage that they place out alongside their Solid Waste cart. Customers will not be required to call Customer Service to schedule these extra Collections ahead of time. GreenWaste currently offers these programs in Santa Cruz County. If there is a bag (or bags) of Solid Waste placed curbside without stickers and without a Standing Order for Extra set up on the Customer's account, the driver will take the bag(s), leave an "Extra Bag Tag" either on the cart or on the Customer's doorknob indicating directions to call Customer Service to inquire about why they received this tag and what GreenWaste will bill the Customer for the extra bag(s) collected. The driver will log when this occurs and report to Operations who will then add the notice and charge to the Customer's account.

Single-Family Recyclable Materials Collection | GreenWaste will provide all Single-Family Customers with weekly curbside (or side/back-yard service for eligible Customers) Recyclable Materials Collection service. Single compartment fully- and semi-automated rear-, front- and side-loader Collection vehicles will be utilized. For a complete list of vehicles to be used for residential Solid Waste Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Single-Family Customers new Recyclable Materials carts in 65- and 95-gallon sizes, with the default cart size being 65-gallons. Smaller sizes will be available for side/back-yard services. Additional carts will be available upon Customer request and GreenWaste will charge an "Additional Recycling Cart" Rate approved by the Participating Agencies, except for Single-Family Customers in Sand City, who may receive an additional Recycling cart upon request at no additional charge (per the current services in this Participating Agency).

- Recyclable Materials Overages | GreenWaste will collect additional Recyclable Materials from Single-Family Customers in Customer-provided bags placed adjacent to the Recyclable Materials Cart on their regularly-scheduled Collection day at no additional charge to the Customer.
- Contamination of Recyclable Materials | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase in the implementation of this program by first notifying Customers that have continuously contaminated Recyclable Materials containers, targeting outreach activities toward these Customers. If the contamination continues, contamination fees would be imposed. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

Special pickups requested by a Customer on days other than their regularly-scheduled Collection day will be available at an approved additional charge. GreenWaste proposes to utilize the MRWMD MRF as a Transfer Station for Recyclable Materials, which will then be transported to the GreenWaste Material Recovery Facility (MRF) located at 625 Charles Street in San Jose, California. The GreenWaste MRF is fully licensed and permitted to process Recyclable Materials into usable and/or marketable materials. For a complete list of materials accepted under the Single-Stream Recycling Program, please refer to Section 2.A.iii.b | Recyclable Materials Accepted.

Additional materials that will be accepted under the GreenWaste Recyclable Materials program are detailed below:

- Used Motor Oil and Filter Collection | GreenWaste will collect used motor oil and filters from Single-Family Customers in GreenWaste-provided Used Oil Recovery Kits, up to once per week (as requested by Customer) at no additional cost. The Customer will be required to call GreenWaste Customer Service and request such a kit from a Customer Service Representative (CSR). Used Oil Recovery Kits will be provided to the Customer on the next scheduled service day after such a request is made. The GreenWaste CSR will instruct the Customer to place Used Oil Recovery Kits adjacent to their Recyclable Materials cart for Collection on their regularly-scheduled Collection day. GreenWaste will not be required to collect more than one (1) Used Oil Recovery Kit per individual dwelling unit per week. For

additional information on how GreenWaste will conduct outreach to Customers to notify them of the used motor oil and filter Collection and Recycling service, please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

- Household Battery Collection | GreenWaste will provide weekly curbside (or side/back-yard service for eligible Customers) Collection of used household batteries to all Single-Family Customers that are set out in a sealed, reusable clear zipper type bag (to be provided by the Customer) on top of the Recycling cart, and at no additional charge to the Customer. Customers will not be required to contact Customer Service in advance. For additional information on how GreenWaste will conduct outreach to Customers to notify them of this free service, please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

Single-Family Yard Trimmings Collection | GreenWaste will provide all Single-Family Customers with weekly curbside (or side/back-yard service for eligible Customers) Yard Trimmings Collection service. While the Yard Trimmings Collection programs in Marina and Seaside are currently voluntary, GreenWaste is pleased to offer a universal program to these Agencies. Single compartment fully- and semi-automated rear-, front- and side-loader Collection vehicles will be utilized. For a complete list of vehicles to be used for residential Solid Waste Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Single-Family Customers new Yard Trimmings carts in 65- and 95-gallon sizes, with the default cart size being 95-gallons. Smaller sizes will be available for side/back-yard services. Additional carts will be available upon Customer request and GreenWaste will charge an "Additional Yard Trimmings Cart" Rate approved by the Participating Agencies, except for Single-Family Customers in Pacific Grove, who may receive an additional Yard Trimmings cart upon request at no additional charge (per the current services in this Participating Agency).

- Yard Trimmings Overages | GreenWaste will collect additional Yard Trimmings from Single-Family Customers in Customer-provided bags adjacent to the Yard Trimmings Cart on their regularly-scheduled Collection day at no additional charge to the Customer.
- Contamination of Yard Trimmings | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase the implementation of this program by first notifying Customers that have continuously contaminated Yard Trimmings containers, targeting outreach activities toward these Customers, and if the contamination continues, contamination fees would be imposed. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

Special pickups requested by a Customer on days other than their regularly-scheduled Collection day will be available at an approved additional charge. GreenWaste will deliver Yard Trimmings to the Approved Organic Materials Processing Facility. For a complete list of materials accepted under the Residential Yard Trimmings Program, please refer to Section 2.A.iii.c | Organics Disposal.

Additional programs that will be offered by GreenWaste are detailed below:

- Seasonal Programs | GreenWaste will develop and educate all Customers about the availability of, and participation requirements for, programs dealing with seasonal or periodic

waste management demands that exceed regularly scheduled Collection including: holiday trees, Halloween pumpkins, spring cleaning, and fall leaves.

- ✓ Holiday Tree Collection | Single-Family Customers will be able to place their whole, un-flocked, and undecorated holiday trees curbside during the first two (2) weeks of each year in all Participating Agencies. Customers will be notified of their options for holiday tree disposal via outreach through the Customer newsletter and the GreenWaste website.
- ✓ Halloween Pumpkin Collection | Single-Family Customers will be able to place their raw pumpkins in their Yard Trimmings carts for Collection. All non-biodegradable debris such as candle wax, glue, and paint must be removed.
- ✓ Spring Cleaning | Single-Family Customers may utilize a Bulky Item and Reusable Materials Collection Event in order to conveniently dispose of excess items during spring cleaning. Please refer to Section 2.B | Bulky Item Reuse Collections for a description of GreenWaste's proposed Bulky Item and Reusable Materials Collection Program, the parameters and Collection methodology.
- ✓ Leaf Season | Single-Family Customers may bag their extra fallen leaves and place them next to their Yard Trimmings cart on their regularly-scheduled Collection day for Collection. This program will be subject to reasonable limitations on the volume of additional service provided.

For more extensive information on how GreenWaste will conduct outreach to Customers to notify them of these services, please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

Collection Containers – Single-Family Customers | GreenWaste will provide new wheeled carts for Solid Waste, Recyclable Materials, and Yard Trimmings to Single-Family Customers in all of the Participating Agencies. GreenWaste will pick up and return each cart to the location where the Customer properly placed it for Collection (except in the case of one (1) direction side/back-yard service), upright with lids property secured. For a description of wheeled carts used for Single-Family Customers please refer to the upcoming sub-section Section 2.A.ii.a | Collection Containers. Included in Section 9 | Attachments are manufacturer brochures of proposed containers.

2.A.i.b Multi-Family Customer Collection Services

GreenWaste will offer to the Participating Agencies standard Collection services that match the current services Customers are receiving, as detailed in the Current Multi-Family Collection Services table below:

Current / Proposed Multi-Family Collection Services							
	Carmel	Del Rey Oaks	Marina	Pacific Grove	Pebble Beach	Sand City	Seaside
Solid Waste Collection	✓	✓	✓	✓	✓	✓	✓
Recyclable Materials Collection	✓	✓	✓	✓	✓	✓	✓
Yard Trimmings Collection	✓	✓	✓	✓	✓	✓	✓

GreenWaste will provide all Multi-Family Customers with at least weekly Collection service for Solid Waste, single-stream Recyclable Materials, and Yard Trimmings as described below. Collection containers may be offered in the default sizes, with options for additional containers and/or container sizes available, as detailed in the table below.

Multi-Family Containers			
	Solid Waste	Recyclable Materials	Yard Trimmings
35-Gallon	D	n/a	✓
65-Gallon	✓	D	✓
95-Gallon	✓	✓	D
1-8 cubic yard bins	✓	✓	n/a
Drop Boxes or Compactors	Available upon request	Available upon request	Available upon request
Additional Container(s)	May increase service frequency up to 6x/wk $ ~ All Participating Agencies	May increase service frequency up to 6x/wk $ ~ All Participating Agencies	May increase service frequency up to 6x/wk $ ~ All Participating Agencies
✓ ~ Offered $ ~ Available (Additional Charge) D ~ Default Size n/a ~ Not Available			

Container Access | GreenWaste will work with Participating Agencies to develop standard specifications for Collection container enclosures at Multi-Family Premises. This will be done in order to ensure that the enclosures are built to provide adequate space and suitable configuration to allow GreenWaste to safely and efficiently service containers. When servicing Multi-Family Customers, GreenWaste will open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers. These services may have an additional charge. GreenWaste will pick up and return each container to the location where the Customer properly placed the container for Collection, upright with lids property secured.

Multi-Family Solid Waste Collection | GreenWaste will provide all Multi-Family Customers with Solid Waste Collection service at least weekly, and up to 6x/week. GreenWaste will transport all Solid Waste collected to:

- *The Approved Disposal Facility for Disposal or,*
- *The Approved Mixed Waste Processing Facility for Processing prior to Disposal (at the direction of the Agency Contract Manager or the MRWMD).*

GreenWaste will make contact with Multi-Family Premises managers by mail in advance of the start of service to determine appropriate Solid Waste bin or cart sizes and service frequency. In the event that GreenWaste is unable to make contact with managers, a 35-gallon default cart size will be provided and assigned to each unit for Solid Waste (may be provided as bin service as appropriate). GreenWaste will operate rear-, front- and side-loader Collection vehicles, depending on the type of containers being utilized by multi-family premises. The various types of vehicles allow GreenWaste to be more versatile in addressing potentially restrictive Collection circumstances. For a complete list of vehicles to be used for Solid Waste Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Multi-Family Customers new Solid Waste carts in 35-, 65-, and 95-gallon sizes, 1-8 cubic yard bins, and 10-, 20-, 30-, and 40- cubic yard drop boxes or compactors (as requested by Customer). Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.

Multi-Family Recyclable Materials Collection | GreenWaste will provide all Multi-Family Customers with single-stream Recyclable Materials Collection service at least weekly, up to 6x/week. GreenWaste will make contact with Multi-Family Premises managers by mail in advance of the start of service to determine appropriate single-stream Recyclable Materials bin or cart sizes and service frequency. In the event that GreenWaste is unable to make contact with managers, a 65-gallon default cart size will be provided and assigned to each unit for Recyclable Materials (may be provided as bin service as appropriate). GreenWaste will operate rear-, front- and side-loader Collection vehicles, depending on the type of containers being utilized by multi-family premises. The various types of vehicles allow GreenWaste to be more versatile in addressing potentially restrictive Collection circumstances. For a complete list of vehicles to be used for Recyclable Materials Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Multi-Family Customers new single-stream Recyclable Materials carts in 65- and 95-gallon sizes, 1-8 cubic yard bins, and 10-, 20-, 30-, and 40- cubic yard drop boxes or compactors (as requested by Customer). Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will be available at an approved additional charge.

- Contamination of Recyclable Materials | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase in the implementation of this program by first notifying Customers that have continuously contaminated Recyclable Materials containers and targeting outreach activities toward these Customers. If the contamination continues, contamination fees would be imposed. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

GreenWaste proposes to utilize the MRWMD MRF as a Transfer Station for Recyclable Materials, which will then be transported to the GreenWaste Material Recovery Facility (MRF) located at 625 Charles Street in San Jose, California. The GreenWaste MRF is fully licensed and permitted to process Recyclable Materials into usable and/or marketable materials. For a complete list of materials accepted under the Single-Stream Recycling Program, please refer to the upcoming sub-section Section 2.A.iii.b | Recyclable Materials Accepted.

For additional information on how GreenWaste will conduct outreach to Multi-Family Customers to notify them of Recycling services offered, please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

Multi-Family Yard Trimmings Collection | GreenWaste will offer all Multi-Family Customers Yard Trimmings Collection services at least weekly, with the option of servicing up to six (6) times per week, with the exception of Marina and Seaside who will continue their voluntary, subscription-based Multi-Family Yard Trimmings programs. Yard Trimmings carts are to be placed curbside (or at another Customer-selected service location at the Multi-Family Premises where push/pull charges may apply). GreenWaste will make contact with Multi-Family Premises managers by mail in advance of the start of service to determine appropriate Yard Trimmings cart sizes and service frequency. In the event that GreenWaste is unable to make contact with managers, a 95-gallon default cart size will be provided and assigned to each unit for Yard Trimming materials (may be provided as bin service as applicable). GreenWaste will operate rear-, front- and side-loader Collection vehicles. The various types of vehicles allow GreenWaste to be more versatile in addressing potentially restrictive Collection circumstances. For a complete list of vehicles to be used for Yard Trimmings Collection, please refer to the Proposed Collection Vehicle Chart in the upcoming sub-section Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Multi-Family Customers new Yard Trimmings carts in 65- and 95-gallon sizes. (35-gallon carts will be available upon Participating Agency request). Additional carts will be available upon Customer request and GreenWaste will charge an "Additional Yard Trimmings Cart" Rate approved by the Participating Agencies. Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will be available at an approved additional charge. GreenWaste will deliver Yard Trimmings to the Approved Organic Materials Processing Facility. For a complete list of materials accepted under the Multi-Family Yard Trimmings Program, please refer to the upcoming sub-section Section 2.A.iii.c | Organics Disposal.

- Contamination of Yard Trimmings | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase in the implementation of this program by first notifying Customers that have continuously contaminated Yard Trimmings containers, targeting outreach activities toward these Customers. If the contamination continues, contamination fees would be imposed. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

GreenWaste understands and will comply with Agency Contract Manager(s) who may require an expansion during the Term of this Agreement in the Multi-Family Yard Trimmings Collection program to include all Organic Materials. GreenWaste will, within thirty (30) calendar days of such request, begin providing Organic Materials services, including public education and outreach, to Multi-Family Customers, at the approved Mixed Organics rates set forth in the required Alternative Proposals.

For additional information on how GreenWaste will conduct outreach to Multi-Family Customers to notify them of Yard Trimmings and/or Organics services offered, please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

Collection Containers – Multi-Family Customers | GreenWaste will provide new wheeled carts, bins, and/or drop boxes or compactors for Solid Waste, Recyclable Materials, and Yard Trimmings to Multi-Family

Customers in all of the Participating Agencies. For a description of wheeled carts, bins, drop boxes, and compactors used for Multi-Family Customers please refer to Section 2.A.ii.a | Collection Containers. Included in Section 9 | Attachments are manufacturer brochures of proposed containers.

2.A.i.c Commercial Customer Collection Services

GreenWaste will offer to the Participating Agencies standard Collection services that match the current services Customers are receiving, as detailed in the Current Commercial Collection Services table below:

Current / Proposed Commercial Collection Services							
	Carmel	Del Rey Oaks	Marina	Pacific Grove	Pebble Beach	Sand City	Seaside
Solid Waste Collection	✓	✓	✓	✓	✓	✓	✓
Recyclable Materials Collection	✓	✓	✓	✓	✓	✓	✓
Food Scrap Collection	$	$	$	$	$	$	$

GreenWaste will provide all Commercial Customers with at least weekly Collection service for Solid Waste and single-stream Recyclable Materials. Current pilot program commercial Organic Materials Collection participants will receive Organic Materials Collection services at least weekly as described below. Collection containers may be offered in the default sizes, with options for additional containers and/or container sizes available, as detailed in the table below.

Commercial Containers			
	Solid Waste	Recyclable Materials	Organic Materials
65-Gallon	✓	✓	✓
95-Gallon	✓	✓	✓
1-8 cubic yard bins	✓	✓	✓ (Only offered in 1-2 cubic yard bin sizes)
Drop Boxes or Compactors	Available upon request	Available upon request	Available upon request
Additional Container(s)	May increase service frequency up to 6x/wk $ ~ All Participating Agencies	May increase service frequency up to 6x/wk $ ~ All Participating Agencies	May increase service frequency up to 6x/wk $ ~ All Participating Agencies
✓ ~ Offered $ ~ Available (Additional Charge) D ~ Default Size n/a ~ Not Available			

Container Access | GreenWaste will work with Participating Agencies to develop standard specifications for Collection container enclosures at Commercial Premises. This will be done to ensure that the enclosures are built to provide adequate space and suitable configuration to allow GreenWaste to safely and efficiently service containers. When servicing Commercial Customers, GreenWaste will open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers, (some services may have an additional charge). GreenWaste will pick up

and return each container to the location where the Customer properly placed the container for Collection, upright with lids property secured.

Commercial Solid Waste Collection | GreenWaste will provide all Commercial Customers with Solid Waste Collection service at least weekly, up to 6x/week. GreenWaste will transport all Solid Waste collected to:

- The Approved Disposal Facility for Disposal or,
- The Approved Mixed Waste Processing Facility for Processing prior to Disposal (at the direction of the Agency Contract Manager or the MRWMD).

GreenWaste will make contact with Commercial Customers by mail in advance of the start of service to determine appropriate Solid Waste bin or cart sizes and service frequency. In the event that GreenWaste is unable to make contact with Customers, their current Collection cart size will be provided and assigned for Solid Waste GreenWaste will operate rear-, front- and side-loader Collection vehicles, depending on the type of containers being utilized by commercial premises. The various types of vehicles allow GreenWaste to be more versatile in addressing potentially restrictive Collection circumstances. For a complete list of vehicles to be used for commercial Solid Waste Collection, please refer to the Proposed Collection Vehicle Chart in the upcoming sub-section Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Commercial Customers new Solid Waste carts in 65- and 95-gallon sizes, 1-8 cubic yard bins, and 10-, 20-, 30-, and 40- cubic yard drop boxes or compactors (as requested by Customer). Upon Customer request and to accommodate periodic additional service needs, GreenWaste will provide Collection service at a greater frequency than the Customer's regularly scheduled service, up to the maximum service level, and GreenWaste will charge the appropriate rate for the higher service level.

Commercial Recyclable Materials Collection | GreenWaste will provide all Commercial Customers with single-stream Recyclable Materials Collection service at least weekly, up to 6x/week curbside. GreenWaste will make contact with Commercial Customers by mail in advance of the start of service to determine appropriate Recyclable Materials bin or cart sizes and service frequency. In the event that GreenWaste is unable to make contact with Customers, their current Collection cart size will be provided and assigned for Recyclable Materials. GreenWaste will operate rear-, front- and side-loader Collection vehicles, depending on the type of containers being utilized by commercial premises. The various types of vehicles allow GreenWaste to be more versatile in addressing potentially restrictive Collection circumstances. For a complete list of vehicles to be used for commercial Recyclable Materials Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer all Commercial Customers new single-stream Recyclable Materials carts in 65- and 95-gallon sizes, 1-8 cubic yard bins, and 10-, 20-, 30-, and 40- cubic yard drop boxes or compactors (as requested by Customer). Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will be available at an approved additional charge. GreenWaste proposes to utilize the MRWMD MRF as a Transfer Station for Recyclable Materials, which will then be transported to the GreenWaste Material Recovery Facility (MRF) located at 625 Charles Street in San Jose, California. The GreenWaste MRF is fully licensed and permitted to process Recyclable Materials into usable and/or marketable materials. For a complete list of materials accepted under the Single-Stream Recycling Program, please refer to Section 2.A.iii.b | Recyclable Materials Accepted.

- Contamination of Recyclable Materials | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase the

implementation of this program by first notifying Customers that have continuously contaminated Recyclable Materials containers, targeting outreach activities toward these Customers, and if the contamination continues, contamination fees would be imposed. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

Pilot Commercial Organic Materials Collection | GreenWaste is pleased to continue the Pilot Commercial Organic Materials Collection program to Customers currently participating. GreenWaste will provide subscribing Commercial Customers with Organic Materials Collection service at least weekly, up to 6x/week. GreenWaste will make contact with Commercial Customers by mail in advance of the start of service to determine appropriate Organic Materials bin or cart sizes and service frequency. In the event that GreenWaste is unable to make contact with Customers, their current Collection container size will be provided and assigned for Organic Materials. GreenWaste will operate rear-loader Collection vehicles to service Organics containers. For a complete list of vehicles to be used for Commercial Collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A.ii.b | Proposed Collection Vehicles. GreenWaste will offer subscribing Commercial Customers new Organic Materials containers in 65- and 95-gallon sizes or 1- 2 cubic yard bins. Special pickups requested by a Customer, on days other than their regularly-scheduled Collection day, will be available at an approved additional charge. GreenWaste will deliver Organic Materials to the Approved Organic Materials Processing Facility for processing. For a complete list of materials accepted under the Pilot Commercial Organic Materials Collection Program, please refer to Section 2.A.iii.c | Organics Disposal.

- Contamination of Organic Materials | GreenWaste proposes the implementation of contamination fees for Customers with chronic contamination. GreenWaste will phase in the implementation of this program by first notifying Customers that have continuously contaminated Organic Materials containers, targeting outreach activities toward these Customers, and if the contamination continues, imposing contamination fees. Please refer to Section 2.I | Performance Measures and Diversion Incentives for a detailed description of how contamination fees will incentivize minimized contamination and result in higher diversion.

Collection Containers – Commercial Customers | GreenWaste will provide new wheeled carts, bins, and/or drop boxes or compactors for Solid Waste, Recyclable Materials, and Organic Materials to Commercial Customers in all of the Participating Agencies. For a description of wheeled carts, bins, drop boxes, and compactors used for Commercial Customers please refer to the upcoming sub-section Section 2.A.ii.a | Collection Containers. Included in Section 9 | Attachments are manufacturer brochures of proposed containers.

2.A.i.d Permanent and Temporary Roll-Off Services

GreenWaste will offer to the Participating Agencies standard Collection services that match the current services Permanent and Temporary Roll-Off Customers are receiving.

GreenWaste will provide all Permanent and Temporary Roll-Off service to large volume regular Customers for Solid Waste, Recyclable Materials, Organic Materials, and Source-Separated or Mixed Construction and

Demolition (C&D) materials. GreenWaste will deliver container type and size as requested by the Customer. Non- use and contamination fees may apply.

Roll-Off Solid Waste Collection | Please refer to the previous Commercial Solid Waste Collection section for a description of permanent roll-off Solid Waste Collection services. GreenWaste will also provide containers for all Participating Agencies in 10-, 20-, 30-, and 40-cubic yard sizes for drop boxes or compactors for temporary Collection services (e.g., construction or clean-out projects). Services will be provided at least weekly and up 6x/week.

Roll-Off Recyclable Materials Collection | Please refer to the previous Commercial Recyclable Materials Collection section for a description of permanent roll-off Recyclable Materials Collection. GreenWaste will also provide containers for all Participating Agencies in 10-, 20-, 30-, and 40-cubic yard sizes for drop boxes or compactors for temporary Collection services (e.g., construction or clean-out projects). Services will be provided at least weekly and up to 6x/week. Customers will have the option of choosing source-separated Collection of homogeneous material types (e.g., all cardboard, all metals, all wood waste, etc.) or Mixed Recycling with all Recyclable Materials commingled.

Roll-Off Organic Materials Collection | Please refer to the previous Pilot Commercial Organic Materials Collection section for a description of permanent roll-off Organic Materials (Yard Trimmings and/or Food Scraps) Collection. GreenWaste will also provide containers for all Participating Agencies in sizes 10-, 20-, 30-, and 40-cubic yard drop boxes or compactors for temporary Collection services (e.g., construction or clean-out projects, contamination fees may apply). Services will be provided at least weekly, up to six (6) times per week.

Roll-Off Source-Separated C&D Materials Collection | GreenWaste will provide containers for all Participating Agencies in 10-, 20-, 30-, and 40-cubic yard sized drop boxes scheduled or on-call source-separated C&D materials Collection. Source-separated Collection of homogeneous material types may include all metals, all inert materials, all wood waste, etc.. Service must occur at least monthly, up to 6x/week. GreenWaste will determine whether to deliver C&D materials to the Approved C&D Processing Facility, or to any Person who will make a net payment to GreenWaste for delivery of the source-separated C&D materials. GreenWaste will document and report to the Agency Contract Manager and the MRWMD each instance where GreenWaste delivers C&D to a Person other than the Approved C&D Processing Facility. Such report will include the Person to whom the materials were delivered, the specific type of materials delivered (e.g., metals, wood, etc.), the number of tons, and the amount received in payment for the delivery.

Roll-Off Mixed C&D Materials Collection | GreenWaste will provide containers for all Participating Agencies in 10-, 20-, 30-, and 40-cubic yard sized drop boxes for scheduled or on-call mixed C&D materials Collection (all materials commingled). Service must occur at least monthly, up to 6x/week. GreenWaste will transport all mixed C&D materials to the Approved C&D Processing Facility for processing.

2.A.i.e Litter Abatement

GreenWaste will use due care to prevent spills or leaks of material placed for Collection, used motor oil, fuel, and fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and transportation, GreenWaste will clean up all spills or leaks before leaving the site of the spill.

In the event a spill it too large for the Collection driver to handle himself, a supervisor will be called to the site to handle the clean-up and ensure the satisfaction of the Participating Agencies.

GreenWaste will not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

GreenWaste will utilize automatic covers to cover all open drop boxes at the pickup location before transporting materials to the Approved Facility.

Storm Water Pollution Prevention Best Management Practices | In an effort to maintain clean waterways and to promote the health and safety of the communities it serves and the ecosystem it is a part of, GreenWaste is pleased to offer some new ideas and Best Management Practices (BMPs) regarding litter reduction to comply with each Participating Agency's new Storm Water Permit requirements. These BMPs will be enacted at no additional charge to the Participating Agencies and will be an instrumental component to GreenWaste's commitment to reducing the impacts of litter in the communities it serves. Employees (drivers, managers and outreach staff) will receive comprehensive training on these BMPs and the effects of litter on communities.

These practices will be incorporated into all GreenWaste general outreach materials and included in employee training meetings. These BMPs are listed below:

- ✓ *Through educating residents & businesses about the need for closing lids and "right sizing" their service, GreenWaste will prevent container overflow which can be an ongoing problem. This shall be accomplished by tagging the containers that are overfull with "reminder stickers," which will serve as outreach and education to the Customer. Photos of the containers will be taken by drivers, attached to the Customer's account, and will be available to outreach and Customer service staff in order to help demonstrate to the Customer where a problem exists.*
- ✓ *Provide outreach to Customers about bagging lightweight materials such as plastic bags, film plastics, foam peanuts and other materials that can easily become litter due to their lightweight nature and ability to be carried away by wind. Inform residents and businesses about the importance of reducing litter and trash through better management of their wastes.*
- ✓ *Train drivers about the importance of reducing litter in Collection operations including the impact of litter on neighborhoods and local creeks and the ocean. Ask drivers for solutions, get their buy-in, provide information on why litter is a problem, and make them part of the solution (incentivize good behavior).*
- ✓ *Make sure drivers clear truck hopper before driving to facilities. Have drivers actively look for and pick up litter around containers during Collection. Have route supervisors look for litter that is left behind after containers have been serviced. Penalize drivers if they do not pick up litter they create.*
- ✓ *Signs will be located on the back of GreenWaste hauling vehicles that state, "Help us keep our roadways and waterways clean. If you see litter falling out of this truck please contact 800-XXX-XXXX"*
- ✓ *GreenWaste also proposes to work with a Participating Agency's street sweeping operators in order to align schedules with Collection schedules to have sweeping following the standard Collection day.*

2.A.i.f Participating Agency-Specific Services

GreenWaste is pleased to offer to the Participating Agencies all the services they are currently receiving in addition to the Solid Waste, Recyclable Materials, Organic Materials, and C&D materials Collection services. GreenWaste understands this list is not an exhaustive list of possible programs and services and that it only represents those programs that are currently in place in the listed Participating Agencies.

Carmel-by-the-Sea | GreenWaste will provide the following services to the City of Carmel-by-the-Sea (Carmel):

- Public Litter Container Services | GreenWaste will, at least twice daily, seven days per week, collect Solid Waste and Recyclable Materials from the public litter containers, as well as any litter that is immediately surrounding the containers, and deliver the collected Solid Waste to the Approved Disposal Facility and the collected Recyclable Materials to the MRWMD MRF, which will be utilized as a Transfer Station. Recyclable Materials will then be transported to the GreenWaste Material Recovery Facility (MRF), located at 625 Charles Street in San Jose, California. Additionally, GreenWaste will maintain public litter containers including cleaning, repairing, and replacing as needed. GreenWaste will steam-clean or pressure-wash each public litter container at least four times per year. GreenWaste will not be required to replace more than 15 public litter containers per year.
- Hardscape Services | GreenWaste will, at least four times a year, upon request, hot water pressure-wash hardscape areas within Carmel. GreenWaste will keep free of accumulated garbage and debris all sidewalks, public litter containers, and enclosures within the requested areas, and GreenWaste will capture wash off materials larger than ¼" for proper disposal.
- Pet Waste Clean-Up Program | GreenWaste will reimburse Carmel up to ten thousand dollars ($10,000) per year for Carmel's actual costs incurred for operating a pet waste clean-up program at all parks, beaches, walking or biking trails, as well as other requested locations citywide. The pet waste clean-up program will include, at a minimum, installation of 33 plastic bag/glove dispensers, conveniently distributed throughout the public locations.
- Beach Litter Clean-Up Equipment | GreenWaste will reimburse Carmel for the cost of an All Terrain Vehicle (ATV) upon execution of a Collection Services Agreement and every two (2) years thereafter during the term for beach litter and Recyclable Material Collection. Carmel will select the vehicle and warranty package, not to exceed eight thousand four hundred dollars ($8,400), and invoice GreenWaste for reimbursement. Carmel will not be restricted in its use of these funds to purchasing an ATV and may choose to purchase, and be reimbursed for, any equipment or labor related to public and/or beach litter and Recyclable Materials clean-up.
- Youth Service Organization Recycling Grant | GreenWaste understands the importance of sustaining and encouraging non-profit youth serving organizations and will donate eighteen thousand dollars ($18,000) annually to the grant programs in Carmel. GreenWaste will work together with Carmel and the youth serving organizations to coordinate an annual Recycling-related event for each organization. The annual grant donation will be paid to Carmel on or before the last date of January each year.

- Portable Toilet Service | GreenWaste will subcontract a local company to provide up to ten (10) portable chemical toilets to Carmel on each of the following occasions: Memorial Day weekend, 4th of July, Surfabout, Labor Day and the Sand Castle Contest. If Carmel does not use all ten (10) portable toilets at one (1) event, an equivalent number of units will be available for use at any other time(s) and for any other purpose(s) as requested by Carmel's Contract Manager. If Carmel exceeds the total number of units specified in the Agreement in any year, GreenWaste will bill Carmel at its normal rates for similar service.
- Green/Sustainable Community Committee | GreenWaste will participate in and/or facilitate a community committee in Carmel that shall serve an advisory role to the City Council with regard to environmental issues.
- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Carmel facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Carmel facilities, present and future, at no cost to Carmel. Listed below are current facilities and parks receiving Collection services in Carmel:

Carmel-by-the-Sea City Facility and Park Collection Service					
Street	Location Name	Type	Quantity	Bin Size	Frequency
Lincoln & 6th	Del Mar Parking Lot	Both	8 trash 2 recycle	City Owned	2/day
Dolores & 5th Ave.	First Murphy Park	Both	8	City Owned	2/day
5th Ave. & Dolores	Carmelita Park	Both	1	City Owned	2/day
Junipero, between Ocean & 6th	Post Office	Both	1	City Owned	2/day
3rd, between Torres & Junipero	Devendorf Park	Both	3	City Owned	2/day
San Carlos & 9th	Vista Lobos	Both	9 trash 3 recycle	City Owned / WM 64 & 96 gal	2/day
Dolores, between Ocean Ave. & 7th	Sunset Center	Both	6	3-64 gal 3-96 gal	1/day
Monte Verde St., between Ocean & 7th	Piccadilly Park	Both	6	City Owned	2/day
Monte Verde St., between Ocean & 7th	City Hall	Both	2	64 gal trash 64 gal recycle	1/day
	Tennis Courts	Both	2	City Owned	1/day
Camino Del Monte & Junipero	Forrest Hill Park	Both	8	City Owned	2/day
	Mary Austin Park	Both			
TBD	Cardboard Recycling	Both	4	2yd	3/wk
6th Ave. & Mission St.	Fire and Police	Both	1 each	1yd	2/wk

- Events and Venues | GreenWaste will provide Collection services for the following Carmel events and venues, and for additional events and venues at a mutually-agreed upon cost:

Carmel-by-the-Sea Event and Venue Collection Services		
Event/Venue	Month of Event	Service Level/Estimated Attendance
July 4th	July	10 Dumpster Maximum
Sand Castle Contest	October	6 Dumpster Maximum
Surfabout Contest	May	6 Dumpster Maximum
Memorial Day Weekend	May	6 Dumpster Maximum
Labor Day Weekend	September	6 Dumpster Maximum

Carmel Beach and Village Cleanup Program | As an advocate for environmental sustainability and as a socially responsible company, GreenWaste believes the City of Carmel-by-the-Sea would greatly benefit from the following proposal for a Carmel Beach and Village Cleanup Program, which is in addition to the Carmel-specific services just described, and which is offered to Carmel at no additional cost.

GreenWaste proposes to employ one (1) full-time Carmel Beach and Village Superintendent (Superintendent) position dedicated to cleaning and maintaining Carmel Beach and Village eight (8) hours a day, seven (7) days a week. The Superintendent position will be responsible for the following activities:

- ✓ *Maintaining an active presence along the beachfront and in the village area, and identifying opportunities to connect with visitors and residents to offer assistance with the proper disposal and containment of waste;*
- ✓ *Picking up waste and debris that has been discarded to both improve the appearance and aesthetics of the beach and village and protect marine life;*
- ✓ *Conducting regular sweeps of the beach, village, and public walkways to monitor the capacity of public litter containers throughout the day and determine whether the contents need to be transferred in advance of the next scheduled pick-up. In the event the capacity of the containers is reaching its limit, the Superintendent will transfer the contents of the containers to a dumpster for consolidation before pick-up;*
- ✓ *Visually evaluating container contents to determine locations that suffer from issues of chronic contamination in order to more closely monitor those areas and/or assess the need for additional or modified signage, and,*
- ✓ *Evaluating Recycling opportunities for businesses and notifying the Outreach team, who will then make contact and promote participation in Recycling programs.*

The Superintendent will also have direct access to an Operations Supervisor to arrange for the prompt Collection and removal of larger debris that may either be difficult to handle as an individual or are too large or heavy for Collection in regular containers. The Superintendent will also be able to provide other services by request if the described beach and village cleanup services do not occupy a full eight (8) hour day, whether on a regular ongoing basis or seasonally, depending on need. GreenWaste hopes that beach goers, residents, and visitors who see the daily effort of the Superintendent will be prompted to think twice about their responsibly in managing their discards with the goal of "leaving no trace" and properly sorting materials into the correct containers.

- ➢ BigBelly and SmartBelly Container Systems | GreenWaste is pleased to offer the BigBelly and/or SmartBelly container systems to Carmel for the beach and downtown village areas, upon request and at no additional cost for up to 10 systems. The benefits of these container systems include a reduction in litter, more efficient Collection operations, and a more sustainable community. These container systems paired with the Superintendent will result in a cleaner, more enjoyable Carmel.

GreenWaste understands Carmel prefers to maintain the character that this City is recognized for, so these systems are offered only as an option.

- Marine Debris | California's coast and waterways are collecting spots for trash and debris. *Save Our Shores*, a non-profit marine conservation organization in Santa Cruz, performed a study determining the top ten items collected on beaches through a total of 1,083 cleanups from 2008 to 2012, and the findings include:

    1. *Cigarette Butts;*
    2. *Plastic Pieces;*
    3. *Plastic Food Wrappers;*
    4. *Styrofoam Pieces;*
    5. *Paper Pieces;*
    6. *Plastic Bottle Caps or Rings;*
    7. *Glass Pieces;*
    8. *Plastic Bags (grocery, shopping);*
    9. *Fireworks; and,*
    10. *Plastic Cups, Lids, Plates, Utensils.*

During the months of March through November, the Carmel Residents Association hosts a monthly volunteer beach cleanup program and Save Our Shores sponsors a statewide beach cleanup effort in September. However, during the months of December through February, GreenWaste believes a more frequent and consistent cleanup effort and presence is required in order to rid the beautiful Carmel coastline of trash and debris that are harmful to the environment and marine wildlife, humans, and the local economy.

- Benefits | The benefits to Carmel by adopting the Carmel Beach and Village Cleanup Program affect the following:

    - ✓ Marine Wildlife | While some trash is left directly on the beach, much of it originates as street litter, which washes down to the sea through storm water drains and waterways. Trash and debris from both the village and beach that collects in waterways and along coasts becomes harmful and oftentimes fatal to marine wildlife. GreenWaste's motto "*a brighter shade of green*" is not only preached by the company, but it is practiced. GreenWaste believes in social and environmental responsibility, is an advocate for environmental sustainability, and for protecting and preserving the environment. This includes the health, safety, and sustainability of all wildlife.
    - ✓ State and Local Economy | As one of the major industries, or perhaps the main industry in Carmel, tourism is of the utmost importance to Carmel's economy. The beauty and history of Carmel Beach and Village are ideal tourist attractions, so maintaining the highest standards will ensure a continuous stream of tourism and revenue for the City.
    - ✓ Human Health Hazard | Coal and ash from bonfires, cigarette butts, and plastic pieces are among the trash and debris left on Carmel's picturesque beach throughout the year. Extra trash, Recyclables such as cardboard or other large materials, and other debris left in the village area and near public litter containers and Commercial Customer's containers (because they do not fit in the containers) are visually unappealing. Residents and tourists not only find this debris aesthetically unpleasant, but this debris can contaminate the environment, spread with the flow of wind, enter into the body through breathing and can cause dangerous health

effects. Sharp objects left on the beach or in village walkways is a hazard as well. Assigning a Superintendent to monitor these areas would greatly improve the quality of life for residents, tourists, beach goers, and those passing through.

- Safety and Training | The Superintendent will be equipped with proper Personal Protective Equipment (PPE) including work boots, gloves, a reflective vest, and eye protection. The Superintendent will also be armed with a radio for direct contact with the Operations Supervisor if a need arises for off-schedule Collection. The Superintendent will undergo training in the GreenWaste Drug and Alcohol Policy, Sexual Harassment Policy, Injury and Illness Prevention Program, Emergency Action Plan, Safety Rules, Discipline Program, and Accident and Injury Reporting Program. The Superintendent will be required to complete an intensive training program covering topics including, but not limited to driver safe work practices, PPE, and hazard communication. The Superintendent will be required to report to the Operations Supervisor on a daily basis the areas swept, extra debris collected, and areas of concern. The Superintendent will also be equipped with the fuel-efficient Ford EcoBoost F150 pick-up truck, and if a CNG option comes out before commencement of service, then the Superintendent will be provided with that option of truck.

Del Rey Oaks | GreenWaste will provide the following services to the City of Del Rey Oaks:

- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Del Rey Oaks facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Del Rey Oaks facilities, present and future, at no cost to Del Rey Oaks. Listed below are current facilities and parks receiving Collection services in Del Rey Oaks:

Del Rey Oaks Facility and Park Collection Service						
Address	Street	Location Name	Type	Quantity	Bin Size	Frequency
650	CDR Rd.	City Yard	Roll-off	1	6yd	Bi-weekly

- Events and Venues | GreenWaste will provide Collection services to Del Rey Oaks for events and venues at a mutually-agreed upon cost.

Marina | GreenWaste will provide the following services to the City of Marina:

- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Marina facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Marina facilities, present and future, at no cost to Marina. Listed below are current facilities and parks receiving Collection services in Marina:

Marina Facility and Park Collection Service						
Address	Street	Location Name	Type	Quantity	Bin Size	Frequency
3200	Del Monte Blvd.	DiMaggio Park	Trash	1	4yd	2x/wk
3254	Abdy Way	Tate Park	Trash	1	4yd	1x/wk

- Events and Venues | GreenWaste will provide Collection services for the following Marina events and venues, and for additional events and venues at a mutually-agreed upon cost :

Marina Event and Venue Collection Services		
Event/Venue	Month of Event	Service Level/Estimated Attendance
Festival of the Winds	May	--

Pacific Grove | GreenWaste will provide the following services to the City of Pacific Grove:

- Green/Sustainable Community Committee | GreenWaste will participate in and/or facilitate a community committee in Pacific Grove that shall serve an advisory role to the City Council with regard to environmental issues.
- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Pacific Grove facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Pacific Grove facilities, present and future, at no cost to Pacific Grove. Listed below are current facilities and parks receiving Collection services in Pacific Grove:

Pacific Grove Facility and Park Collection Service				
Street	Location Name	Quantity	Bin Size	Frequency
Lighthouse & Fountain		1		Daily Mon.-Sat.
Lighthouse & Grand		2		Daily Mon.-Sat.
Lighthouse & Forest		3		Daily Mon.-Sat.
Lighthouse & 17th		2		Daily Mon.-Sat.
Forest Ave. @ Grove Market		1		Daily Mon.-Sat.
	Police Station	1	2yd	3x/wk
	Chautauqua	1	2yd	1x/wk
	Lover's Point Park	1	2yd	2x/wk
	Lover's Point Park	1	3yd	6x/wk
	Golf Course Corp. Yard	1	2yd	1x/wk
	Golf Course Corp. House	1	3yd	2x/wk
	Cemetery	1	2yd	1x/wk
	Softball Park	1	2yd	2x/wk
	George Washington Park	1	2yd	1x/wk
	Community Center	1	2yd	2x/wk
	Laurel Street Duplex	1	2yd	1x/wk
	Corporation Yard	1	20yd min.	1x/wk
	Museum & Library	1	As Needed	As Needed
Sea Palm & Ocean View		1	2yd	3x/wk
Beach & Ocean View		1	2yd	3x/wk
Acropolis & Ocean View		2	2yd	3x/wk
Asilomar & Ocean View		1	2yd	3x/wk
	Lighthouse Area	4	2yd	3x/wk

- Events and Venues | GreenWaste will provide Collection services to Pacific Grove for events and venues at a mutually-agreed upon cost.

Pebble Beach CSD | GreenWaste will provide the following services to the Pebble Beach CSD:

- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Pebble Beach facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Pebble Beach facilities, present and future, at no cost to Pebble Beach. Listed below are current facilities and parks receiving Collection services in Pebble Beach:

Pebble Beach Facility and Park Collection Service						
Address	Street	Location Name	Type	Quantity	Bin Size	Frequency
3101	Forest Lake Rd.	PBCSD Main Fire Station	trash recycle	1 bin 4 carts	3yd trash 96-gal recycle	weekly
4180	17 Mile Drive	Carmel Hill Fire Station	trash recycle	1 bin 3 carts	3yd trash 96-gal recycle	weekly
		Indian Village Picnic Grounds	trash recycle	1 bin 2 carts	3yd trash 96-gal recycle	on demand, about once a week, May – Oct.

- Events and Venues | GreenWaste will provide Collection services for the following Pebble Beach events and venues, and for additional events and venues at a mutually-agreed upon cost:

Pebble Beach Event and Venue Collection Services		
Event/Venue	Month of Event	Service Level/Estimated Attendance
Annual PBCSD Open House and Public Safety Day at PBCSD Main Fire Station	June	1 extra 3yd bin for mixed recyclables 750 people
Annual E-Waste Collection at PBCSD Main Fire Station	September	3-4yd bins for e-waste 350 cars

Sand City | GreenWaste will provide the following services to the City of Sand City:

- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Sand City facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Sand City facilities, present and future, at no cost to Sand City. Listed below are current facilities and parks receiving Collection services in Sand City:

Sand City Facility and Park Collection Service	
Location Name	Frequency
City Hall	As Needed
Fire Department	As Needed
City Parks	As Needed

- Events and Venues | GreenWaste will provide Collection services for the following Sand City events and venues, and for additional events and venues at a mutually-agreed upon cost:

Sand City Event and Venue Collection Services		
Event/Venue	Month of Event	Service Level/Estimated Attendance
West End Event	August	--

Seaside | GreenWaste will provide the following services to the City of Seaside:

- Youth Service Organization Recycling Grant | GreenWaste understands the importance of sustaining and encouraging non-profit youth serving organizations and will donate fifteen thousand dollars ($15,000) annually to the grant programs in Seaside. GreenWaste will work together with Seaside and the youth serving organizations to coordinate an annual recycling-related event for each organization. The annual grant donation will be paid to Seaside on or about July 15 of each year.
- Additional City Clean-Up | GreenWaste will provide the City of Seaside with an Additional City Clean-up consistent with the parameters of the current services being provided.
- City Facilities and Parks | GreenWaste will collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and Reusable Materials from Seaside facilities in the same manner as those services are provided to Commercial Customers. GreenWaste will provide service to all Seaside facilities, present and future, at no cost to Seaside. Listed below are current facilities and parks receiving Collection services in Seaside:

Seaside Facility and Park Collection Service					
Address	Street	Location Name	Quantity	Bin Size	Frequency
440	Harcourt	City Hall / Police Station	1	2cy	2x/wk
1635	Broadway	Fire Station	1	2cy	1x/wk
986	Hilby	Oldemeyer Center	1	3cy	4x/wk
1148	Wheeler	Pattullo Swim Center	1	4cy	1x/wk
650	Olympia	Corporation Yard	1	4cy	1x/wk
	Alhambra / Olympia	Equipment Maintenance	1	3cy	1x/wk
1600-1624	La Salle	Public Works Engineering Offices	1	2cy	1x/wk

- Events and Venues | GreenWaste will provide Collection services to Seaside for events and venues at a mutually-agreed upon cost.

2.A.i.g Disaster Relief Services

GreenWaste is ready and prepared to provide disaster relief assistance services to the Participating Agencies. The GreenWaste approach to providing these services begins with the foundation of partnership and collaboration. GreenWaste will work with the Participating Agencies to evaluate the scope and scale of the disaster and will provide services in accordance with each Participating Agency's requirements.

GreenWaste will work to ensure the prompt delivery of services, will assess the equipment and labor needs for each event and will determine the resources needed, timelines and cost for service delivery. All Collection vehicles, containers (when needed), and all labor needed to collect, contain and remove all debris, litter and waste will be provided by GreenWaste. GreenWaste has an extensive equipment inventory that can be utilized to meet a Participating Agency's debris removal and clean-up needs during and/or after a disaster. In addition, GreenWaste has relationships with equipment suppliers within the Bay Area. These relationships can be harnessed to supply additional equipment to fully complete the disaster relief services. GreenWaste will deliver collected debris to MRWMD or another Agency-specified facility for processing, sorting, and/or recovery of personal property. GreenWaste can provide labor to assist with processing at MRWMD's facilities. Further, GreenWaste will staff a dedicated Supervisor to oversee the clean-up of debris caused by natural disasters. This Supervisor will remain onsite throughout the provision of services. GreenWaste will also provide the appropriate driver(s) and/or equipment operators for any equipment/machinery deployed onsite including rear-end-loaders, flatbed trucks, and excavators.

In fact, GreenWaste and its sister company, Zanker, have provided various forms of aid to cities in need as a result of natural disasters. Examples of disaster relief assistance services include:

- Flooding of Capitola Village | On March 24, 2011, in Capitola, a storm system malfunction caused by the failure at the junction of a concrete culvert and a corrugated steel pipe under the city-owned Pacific Cove Mobile Home Park. The pipe ruptured, water eroded the soil around the pipe creating a sinkhole directly under a mobile home, sending water down into the village. GreenWaste acted quickly and started delivering debris boxes and providing hauling services as soon as the City allowed it, which was on a Saturday, two days after the flood hit. GreenWaste continued providing relief services that Sunday and the entire following week until all debris was cleared. Collected debris included dirt, mud, silt, and various materials picked up in the flood. Collected debris was delivered to the MRWMD for processing per the City's request.
- Loma Prieta Earthquake | Following the 1989 Loma Prieta earthquake, Zanker Road Landfill, GreenWaste's sister company, was used to handle all of the building debris that was destroyed in the Mission district in the City of San Francisco. Because of the unbelievable personal hardship caused by this earthquake, Zanker worked hand-in-hand with the City of San Francisco and carefully sorted through the incoming debris in an effort to salvage and preserve invaluable personal treasures (photographs, papers, jewelry, heirlooms, keepsakes, etc.) and return them to their rightful owners.
- Flooding of Guadalupe River | In San Jose in March of 1995,, a flood occurred that caused the Guadalupe River to overflow its banks, flooding 300 homes and businesses and forcing residents and workers to evacuate the Downtown center. GreenWaste and Zanker readily provided waste loading and hauling equipment that allowed the necessary clean-up to occur quickly and efficiently.
- Flooding of Petaluma River | During the last week of the start-up prior to GreenWaste's implementation of services in Petaluma (December 2005 to January 2006) the City of Petaluma experienced a powerful storm that flooded a large portion of the City, including the GreenWaste corporation yard. Even though GreenWaste experienced extreme hardship by losing the use of the Corporation Yard, the company was able to mobilize a process where the City received the assistance needed to clean up after the flood. In addition, GreenWaste still needed to complete

the distribution of carts and bins to service recipients prior to the start of services. Not only did GreenWaste help their partner, the City and Residents of Petaluma, recover from the devastation of the flooding, service for all residents began on schedule with no disruption in service.

2.A.ii Collection Methodology

2.A.ii.a Collection Containers

The anticipated quantity of containers to be ordered for each Participating Agency may be referenced in Section 7 | Cost Proposal.

Carts | GreenWaste will provide new Collection carts for Solid Waste, Recyclable Materials, and Organic Materials to all Participating Agencies manufactured by Rehrig Pacific (Rehrig) in 20-, 35-, 65-, or 95-gallon sizes. For detailed information on placing the orders for and taking delivery of carts, please refer to Section 2.F | Implementation Plan.

All carts will be of universal design, color-coded as follows in order to provide for consistency in educational messaging with programs in other parts of the County and State: Solid Waste carts will be a consistent dark neutral color (black, grey, brown, or tan), Recycling carts will be blue, and Organic Materials carts will be green. This color-coding requirement will be met through painting the entire body and lid of the cart in the coded color. All cart lids will be hot-stamped with a list of acceptable and prohibited items in both English and Spanish, and all carts will be designed and constructed to be watertight and prevent the leakage of liquids. Carts will also display the GreenWaste name, local telephone number, and an inventory/serial number.

GreenWaste will maintain and replace containers as necessary. Customers using carts will be responsible for cleaning such carts; however, if any cart is impacted by graffiti, GreenWaste will remedy the situation within fourteen (14) calendar days of notification at no additional charge. Manufacturer's brochures with detailed specifications of the multiple cart sizes and options are included in Section 9 | Attachments.

Bins | GreenWaste will provide new Collection bins for Solid Waste, Recyclable Materials, and Organic Materials to all Participating Agencies manufactured by Consolidated Fabricators Corporation (Consolidated) in 1-8 cubic yard bins. For detailed information on placing the orders for and taking delivery of bins, please refer to Section 2.F | Implementation Plan.

All bins will be of universal design, color-coded as follows in order to provide for consistency in educational messaging with programs in other parts of the County and State: Solid Waste bins will be a consistent dark neutral color (black, grey, brown, or tan), Recycling bins will be blue, and Organics bins will be green. This color-coding requirement will be met through painting the whole body of the bin in the coded color. All bins will be labeled with a list of acceptable and prohibited items in both English and Spanish, and all bins will be designed and constructed to be watertight and prevent the leakage of liquids. Bins will also display the GreenWaste name, local telephone number, and an inventory/serial number.

GreenWaste will maintain and replace containers as necessary. Additionally, GreenWaste will steam clean and repaint bins as requested by Customers or as deemed necessary by GreenWaste in order to present a clean appearance; however, if a Customer requests steam cleaning more frequently than one (1) time per year, GreenWaste will charge the Customer an approved rate for such service. If any bin is impacted by

graffiti, GreenWaste will remedy the situation within fourteen (14) calendar days of notification at no additional charge. Manufacturer's brochures with detailed specifications of the multiple bin sizes and options are included in Section 9 | Attachments.

Drop Boxes and Compactors | GreenWaste will provide new Collection drop boxes for Solid Waste, Recyclable Materials, Organic Materials, and C&D materials to all Participating Agencies manufactured by Consolidated Fabricators Corporation (Consolidated) in 10-, 20-, 30-, and 40- cubic yard sizes. GreenWaste will coordinate with Marathon Equipment Company (Marathon) or another manufacturer of compactors to supply Customers with these containers as requested. For detailed information on placing the orders for and taking delivery of drop boxes and facilitating compactor replacement as needed, please refer to Section 2.F | Implementation Plan.

All drop boxes will be of universal design, color-coded as follows in order to provide for consistency in educational messaging with programs in other parts of the County and State: Solid Waste containers will be a consistent dark neutral color (black, grey, brown, or tan), Recycling containers will be blue, and Organics containers will be green. This color-coding requirement will be met either through painting the whole body of the bin in the coded color. All drop boxes will be labeled with a list of acceptable and prohibited items in both English and Spanish, and will be designed and constructed to be watertight and prevent the leakage of liquids. Drop boxes and compactors will also display the GreenWaste name, local telephone number, and an inventory/serial number.

GreenWaste will maintain and replace drop box containers as necessary. Additionally, GreenWaste will coordinate the steam cleaning and repainting of containers as requested by Customers or as deemed necessary by GreenWaste in order to present a clean appearance. Requests for this service more than once per year will incur a charge. If any container is impacted by graffiti, GreenWaste will remedy the situation within fourteen (14) calendar days of notification at no additional charge. Manufacturer's brochures with detailed specifications are included in Section 9 | Attachments.

2.A.ii.b Vehicles

As displayed in the following table, GreenWaste will purchase all new Collection vehicles for servicing the Participating Agencies that are fueled by Compressed Natural Gas (CNG). GreenWaste has reviewed the options for Collection vehicles and compared the specifications of the trucks with the anticipated densities and travel conditions of the routes and determined that the following will best meet the needs of the Participating Agencies. The table below displays the proposed vehicles for each Participating Agency, and includes the manufacturer, age, crew size, cost, and capacity for each vehicle. The anticipated quantity of Collection vehicles to be purchased for each Participating Agency may be referenced in Section 7 | Cost Proposal.

For details on the process of securing production slots, tracking production, taking delivery, testing and preparing vehicles for use, please Section 2.F | Implementation Plan.

Manufacturer's brochures with detailed specifications of the proposed vehicles are included in Section 9 | Attachments.

Proposed Collection Vehicles

Participating Agency	Service Recipient	Type	Chassis Manufacturer	Fuel Type	Body Manufacturer	Capacity	Quantity	Cost	Age	Crew Size
Carmel	Single Family Residence	Semi Auto Sideloader	Peterbilt 320	CNG	Heil MultiTask	30yd	1	$345,000	New	1
	Single Family Residence	Semi Auto Rear Loader	Peterbilt 320	CNG	Heil Dura Pack	25yd	3	$295,000	New	2
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.35	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.168	$288,000	New	1
Del Rey Oaks	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	0.556	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.098	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.22	$288,000	New	1
Marina	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	3.1	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	1.785	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.645	$288,000	New	1
Pacific Grove	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	4.9	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	1.0175	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.55	$288,000	New	1
Pebble Beach	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	3.375	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.15	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.566	$288,000	New	1
Sand City	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	0.07	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.3	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.25	$288,000	New	1
Seaside	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	5	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	2.25	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.6	$288,000	New	1

Collection Vehicles | As displayed in the previous table, GreenWaste proposes a Collection fleet of all new CNG vehicles. GreenWaste maintains vehicles in a safe, neat, clean, and operable condition at all times and washes them on a regular basis. All Collection vehicles will display the GreenWaste name and local telephone number, and will also be equipped with sign board holders or other hardware to allow public education signage to be displayed on both sides of the vehicle. Vehicles will have watertight bodies designed to prevent leakage, spillage, or overflow. Collection vehicles will meet all State of California Air Resources Control Board regulations and will comply with all Federal, State, and local laws, regulations, and proposed legislations not only at commencement, but also throughout the term of the Agreement.

Real-Time Data Exchange | GreenWaste is offering the Participating Agencies the innovative on-truck data management system, FleetMind, that allows for real-time data tracking. By connecting throughout the service day with Tower (the database system used by Customer Service & Accounting), services are updated throughout the day, and drivers are able to attach notes and photos to accounts. FleetMind reduces the opportunity for inconsistencies between the Customer and GreenWaste as it serves to document pick-

up times, missed set-outs, additional material set-out and other items that may include additional charges. Use of FleetMind ensures Customers are charged accurately for services rendered and also ensures Participating Agencies receive the franchise fees to which they are entitled. For additional information regarding FleetMind, please refer to Section 2.H | Existing Management and Customer Service Systems.

Inspection and Maintenance | GreenWaste will inspect each vehicle twice daily to ensure all equipment is operating properly and safely. Under the supervision of the Operations Manager and Maintenance Manager, a Driver Vehicle Inspection Report (DVIR) is completed both pre-trip and post-trip for each and every Collection vehicle. Preventative maintenance is performed on a regular basis and is based on hours of vehicle use. Participating Agency Contract Managers may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

Benefits | GreenWaste has selected the proposed Collection vehicles due to the benefits they present to both the environment and the well-being of the communities of the Participating Agencies.

- Compressed Natural Gas (CNG) Collection Vehicles | CNG fuel reduces engine noise, lowers the impact on air quality, and reduces the carbon footprint of Collection operations. Use of CNG eliminates potential spillage issues, protecting storm water quality. CNG is domestically produced and readily available, which assists in local energy security and supports the local economy.
- Vehicle Noise Minimization Plan | CNG vehicles are much quieter than standard diesel engines and will significantly reduce the amount of vehicle noise generated during Collection. GreenWaste strictly maintains all vehicles to ensure that they operate at optimum efficiency and ensure that engines are much quieter. Vehicles servicing commercial districts will be routed in a manner to avoid producing noise impacts when driving through residential districts during early morning hours.

Other Vehicles | GreenWaste intends to equip Manager(s) and Supervisor(s) with the fuel-efficient Ford EcoBoost F150 pick-up truck, but if a CNG option comes out before commencement of service, then that option of truck will be utilized. Outreach staff will be provided with the eco-friendly Ford Fusion Hybrid. These vehicles emit fewer GHG emissions and have increased fuel economy over standard gasoline fueled vehicles.

CNG Fueling Station | While the use of alternative fueled vehicles is not required, GreenWaste believes the use of CNG engines is much more efficient in the long-term and will result in an estimated forty-five-percent (45%) cost savings compared to diesel fuel. To this end, GreenWaste is supportive of and proposes to work with Clean Energy and the MRWMD to design and construct a CNG fueling station at the MRWMD site. The CNG fueling system GreenWaste proposes will be both a Fast-Fill and Time-Fill CNG fueling system that fuels either right away or overnight. With the Time-Fill system, drivers park their vehicles in their designated stall. The K-Rail in the center holds the fueling hose, which is inserted into the tank and the CNG begins filling the tank overnight. When the driver returns the next day, the vehicle is fueled and ready to operate. This fueling system is proving to be a much more efficient use of driver time, doesn't require additional space, and is proving to be much more cost-effective than utilizing public fueling stations. Included in Section 9 | Attachments is a Clean Energy brochure.

- CNG Fueling Contingency Plan | The proposed CNG fueling station includes multiple compressors for back-up, so an alternate CNG fueling station is not foreseen to be necessary. However, in the

event that the CNG fueling system at the MRWMD is unavailable, the PG&E Salinas Service Center will be utilized.

Emissions | GreenWaste has taken into consideration the Participating Agencies' commitment to reducing environmental impacts and has selected to propose CNG vehicles, which are in line with this commitment.

- Emissions Reduction Plan | GreenWaste will significantly reduce fleet emissions by utilizing Compressed Natural Gas (CNG) engines in Collection vehicles utilized in the Participating Agencies. CNG burning engines emit nearly eighty-percent (80%) fewer carbon monoxide emissions and offer greater fuel efficiencies than traditional diesel powered engines. Manufacturer specification brochures on the proposed vehicles are included in Section 9 | Attachments. Also, vehicle sizes and types have been carefully chosen for the purpose of maximizing Collection efficiency and minimizing environmental impacts. By reducing vehicle passes on city streets, emissions and noise concerns will also be greatly reduced. Supervisor and outreach staff vehicles will be hybrid light duty trucks and passenger cars, which emit fewer GHG emissions and have increased fuel economy.

Age & Replacement Schedule | All Collection vehicles in service for the Participating Agencies will have an average vehicle life of 10 or less years throughout the term of the contract. GreenWaste will replace Collection vehicles as necessary in order to maintain compliance with all State of California Air Resources Control Board regulations and all Federal, State, and local laws, regulations, and proposed legislations.

2.A.ii.c Route Planning

Effective Route Planning | GreenWaste will attempt to minimize Collection frequency and optimize routes in order to mitigate environmental emissions impacts associated with Collection operations.

GreenWaste understands that route planning is pivotal in reducing potential impacts to the general public, safety, and the environment. Utilizing proven and efficient routing software (RouteSmart) maximizes route efficiencies and results in fewer environmental impacts (reduced fuel consumption, GHG emissions, and wear on roads) and lowers overall operating costs. CSRs will be required to geocode and map all new service recipients to consistently work towards compacted routes. On an ongoing basis, existing and proposed routes will be researched during normal Collection hours on assigned Collection days by the Route Supervisor in order to maintain familiarity with the route Collection services. Route Supervisors will continually review and verify the following information:

- ✓ *Number of service units per route;*
- ✓ *Number and type of containers set out per home/route;*
- ✓ *Cart size/corresponding service address; and,*
- ✓ *Number of containers needing repair or replacement.*

The Route Supervisor will drive routes and document all pertinent information in order to effectively time routes based on productivity estimates provided by vehicle manufacturers. To increase safety and efficiency, special treatment will be given to areas where Collection is impacted by potential constraints, including narrow roads, low hanging limbs, etc. Routes will be calculated to ensure anticipated productivity and driver activities are both balanced and achievable. The standard crew size for each Collection vehicle

is one (1) full-time driver who will be highly trained, servicing each resident and business in a timely, effective, and professional manner. GreenWaste will make a good-faith effort to recruit and offer employment to existing drivers and have them continue to service their current areas because of their familiarity and experience with the areas.

Operating Assumptions | Based on the information provided by the District, Participating Agencies, and the incumbent hauler(s), GreenWaste has calculated operating assumptions sufficient for servicing the Participating Agencies. Please refer to Section 7 | Cost Proposal for detailed information on these operating assumptions.

GreenWaste will perform Collection services with the following specifications:

- Collection Times and Schedules | GreenWaste will provide Collection services to Residential premises between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday in all Participating Agencies with the exception of Pebble Beach CSD, which will have a start time of 7:00 a.m. GreenWaste will provide Collection services to Commercial premises that are two hundred (200) feet or less from residential premises between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday in all Participating Agencies with the exception of Pebble Beach CSD, which will have a start time of 7:00 a.m. GreenWaste will provide Collection services to Commercial premises that are more than two hundred (200) feet from residential premises between the hours of 4:00 a.m. and 6:00 p.m., Monday through Saturday.
- Holidays | GreenWaste recognizes the following as legal holidays for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day. GreenWaste will operate in such a way that when a regularly scheduled residential Collection falls on a legal holiday, or later during the holiday week, the Collection for that day will be rescheduled for one day later (except Sunday). Holiday disruptions of commercial Collections will be handled in a manner mutually agreeable to GreenWaste and the individual service recipients. Customer service days will be returned to the normal schedule within one (1) week of the holiday. Customers will be notified of holiday-related changes in Collection schedules at least two (2) weeks prior to the change through multiple means, potentially including newsletters, e-mails and phone calls.
- Missed Pick-Ups | GreenWaste will, on the next working day after demand, notice, or request, collect and remove any and all missed pick-ups which GreenWaste failed to collect and remove as required at the regularly scheduled time.
- Non-Collection Notices | In the event of non-Collection, GreenWaste will leave one part of a two part "Non-Collection Notice" which provides the time and date that the notice was made, and provides the reason for non-Collection, and the manner in which the materials should be prepared for Collection. GreenWaste will leave a hard copy attached to the container not collected, or attached to the doorknob of the house. GreenWaste will retain a record of each Non-Collection Notice as well as a photo of the violation for use in response to Customer inquiries. If materials are not collected and a Non-Collection Notice is not left at the residence or attached to the container, the materials will be considered a missed pick-up and handled in the previously described manner. Please refer to Section 2.C | Public Education and Outreach for a description and Section 9 | Attachments for examples.

2.A.ii.d Personnel

Qualifications and Safety Training | Safety is of the utmost importance to GreenWaste. All GreenWaste personnel are constantly trained on performing their roles in a safe and efficient manner. The GreenWaste Operations Manager will be the Participating Agency's primary point of contact regarding operational inquiries or requests and will be principally responsible for Collection operations and resolution of service requests and complaints. All GreenWaste employees will present a neat appearance and conduct themselves in a courteous manner. GreenWaste will not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

- Driver Qualifications | All GreenWaste drivers possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. GreenWaste will use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.
- Training | Operational and safety training for all GreenWaste employees who operate Collection vehicles or equipment is conducted on a monthly basis. Participating Agency Contract Managers may request from GreenWaste a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings. For additional information on the hiring criteria, initial and ongoing training requirements, please refer to Section 2.F | Implementation Plan.

Encounters With Excluded Waste | GreenWaste thoroughly trains its employees who are involved with Collection services on identifying and handling excluded waste.

- Identified During Collection | If a GreenWaste driver determines that material placed in any container for Collection is excluded waste or presents a hazard to him, the driver will refuse to accept such material. The driver will then contact GreenWaste's Dispatch team, and while the driver is still at the premises, the Customer who put out the excluded waste for Collection will be contacted by the Dispatch team to assist in arranging proper disposal of the excluded waste. If the Customer cannot be reached immediately, the driver will leave a Non-Collection Notice indicating the reason for refusal as well as the GreenWaste Customer Service contact information, so the Customer may be provided with information on proper disposal of the excluded waste. Drivers will also be equipped with FleetMind, the on-truck data management system as described in prior Section 2.A.ii.b | Vehicles, which will allow for tracking of such excluded waste in real-time and in connection to the Customer's account. In the instance that excluded waste is found in a Collection container or Collection area that could possibly result in imminent danger to people or property, the GreenWaste driver will notify the Route Supervisor who will then notify the Fire Department.
- Identified at Disposal or Processing Facility | In the event that load checkers and/or equipment operators at Approved Facilities identify excluded waste in the loads delivered by GreenWaste, the materials will be removed for storage in approved, on-site, excluded waste storage container(s). GreenWaste will arrange for removal of the excluded wastes at its cost by permitted haulers in accordance with applicable laws and regulatory requirements. GreenWaste will attempt to identify and recover the cost of disposal from the Customer who generated the excluded waste. If this Customer can be successfully identified, the cost of this effort, as well as the cost of disposal will be chargeable to the Customer who generated the excluded waste.

Hazardous Waste Inspection and Handling | GreenWaste will work with the MRWMD on developing a load inspection program that is suitable for both GreenWaste Collection operations and MRWMD Processing operations. The load inspection program will includes: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures. Recyclable Materials that are transported to the GreenWaste MRF in San Jose for processing and marketing will also be subject to a load inspection program. GreenWaste's load checking personnel, including its Collection vehicle drivers, will 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 will inspect containers before Collection when practical.

2.A.iii Processing and Disposal

2.A.iii.a Solid Waste Disposal

GreenWaste will transport all Solid Waste collected in the Participating Agencies to the Approved Disposal Facility where GreenWaste will pay all costs associated with transporting and disposal of these materials including payment of any gate fees. GreenWaste will observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of these materials.

2.A.iii.b Recyclable Materials Processing and Marketing

Acceptable Recyclable Materials | Below is the minimum list of Recyclable Materials to be collected for processing and the expanded list of single-stream Recyclable Materials accepted at the GreenWaste MRF.

Minimum List of Recyclable Materials to be Collected for Recycling

- ✓ *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, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-line paper, Tyvek non-tearing paper envelopes);*
- ✓ *Chipboard;*
- ✓ *Corrugated cardboard;*
- ✓ *Glass containers of any color (including brown, clear, and green glass bottles and jars);*
- ✓ *Plastic bottles, jars, tubs and containers, all types and colors, Plastics 1-7;*
- ✓ *Bottles including containers made of HDPE, LDPE, or PET;*
- ✓ *Aluminum (including beverage containers and small pieces of scrap metal);*
- ✓ *Steel, tin, and bi-metal cans;*
- ✓ *Used motor oil;*
- ✓ *Used oil filters;*
- ✓ *Used household batteries; and,*
- ✓ *Christmas trees (seasonally).*

Expanded Single Stream Recyclable Materials

Due to the advanced state of the GreenWaste MRF as well as the marketing efforts of the MRF Manager, GreenWaste is able to offer a more comprehensive list of Recyclable Materials than any other MRF in the region. The expanded list of single-stream Recyclable Materials available to Participating Agencies at no additional charge includes:

- ✓ *Candles;*
- ✓ *Carpet;*
- ✓ *CD's & DVD's;*
- ✓ *Ceiling tile;*
- ✓ *Cooking Oil (in a tightly sealed container);*
- ✓ *Electronic waste;*
- ✓ *Car Batteries;*
- ✓ *Ink cartridges;*
- ✓ *Mattresses;*
- ✓ *Mixed plastics (such as plastic film and PVC);*
- ✓ *Rigid Plastics;*
- ✓ *Expanded polystyrene packaging material and peanuts (must be bagged);*
- ✓ *Plastic bags (used for dry cleaning, groceries, newspapers);*
- ✓ *Aseptic containers (milk and juice cartons);*
- ✓ *Empty aerosol cans;*
- ✓ *Scrap aluminum foil and pans;*
- ✓ *Scrap metal less than 40 lbs.;*
- ✓ *Small kitchen appliances less than 40 lbs. (i.e., toasters, microwaves, non-Freon containing appliances);*
- ✓ *Small metal car parts less than 40 lbs., clean and drained of oil and fluids;*
- ✓ *Styrofoam;*
- ✓ *Textiles;*
- ✓ *Tires;*
- ✓ *Vinyl (if a large quantity and subject to market changes);*
- ✓ *Water-based paint (in a tightly sealed original can); and,*
- ✓ *Wax Cardboard.*

2.A.iii.b.1 Recyclable Materials Processing

GreenWaste proposes to utilize the MRWMD MRF as a Transfer Station for all Recyclable Materials collected in the Participating Agencies. Recyclable Materials will then be transported to the GreenWaste MRF, located at 625 Charles Street in San Jose, California for processing and marketing.

Processing Site Information |The GreenWaste MRF is permitted to accept up to 2,000 tons per day of material, is open Monday through Sunday, and is permitted to operate twenty-four (24) hours per day, seven (7) days per week. The MRF is typically open from 4:00am - 9:00pm Monday through Friday and 5:00am - 5:00pm on Saturday, generally operates 309 days per year, and is closed on the following holidays:

- ✓ *New Year's Day;*
- ✓ *Easter Sunday;*
- ✓ *Thanksgiving Day; and,*
- ✓ *Christmas Day.*

In 2008 the GreenWaste MRF underwent a multi-million dollar expansion, installing a "state-of-the-art" dual stream side-by-side MSW and single-stream Recyclable processing system. The GreenWaste MRF is now widely recognized as one of the most innovative processing facilities in the world, consistently demonstrating a recovery rate from single-stream Recyclables processed of over 97%!

Recyclables Processing Facility	
Owner & Operator	GreenWaste Recovery, Inc.
SWFP No.	43-AN-0019
Permitted Hours of Operation	24 hours per day
CEQA	SCH # 2004112032
Capacity	Up to 2,000 tpd of recyclables
MRF Manager Contact Information	Ricardo Lopez | 408.938.4936

MRF Processing Operations | The GreenWaste MRF is the first facility in the nation to step up to the challenge of Zero Waste by installing two side-by-side processing lines to sort both MSW and single-stream Recyclables under the same roof. This side-by-side design results in economies of scale and allows the facility to take a more comprehensive and cost-effective approach to processing all incoming materials, not just those materials that are source separated and easy to recover. The single-stream Recycling line is capable of processing up to thirty (30) tons per hour of material while consistently recovering over 97% of processed material. Processing the Recyclable Materials from the Participating Agencies at the GreenWaste MRF in San Jose will promote the highest diversion rates by not only capturing the Recyclable Materials, but also capturing the Organics residue for processing at the Z-Best Composting Facility instead of disposing of the material. The following details various stages in the single-stream Recycling process.

- Direct Baling | Clean source-separated loads, such as cardboard and film plastics, are fed directly into the accessible baler feed conveyor. The feed conveyor provides more than forty-five (45) feet of direct load capability.
- Pre-Sort | The pre-sort process increases the total system throughput, improves the efficiency of machinery separation, and results in higher quality output products. The system on the single-stream line includes ten (10) pre-sorting stations where sorters remove contaminants, large items, film plastics, metals, and injection-molded plastics prior to the material stream entering the mechanical portion of the facility. Staffing levels and locations are determined by the composition of the feedstock being processed.
- Cardboard Screen | The cardboard disc screen is used to capture cardboard and allow other materials to continue on for further processing. The cardboard captured passes over one quality control sort station where up to two (2) sorters remove any contaminants from the cardboard before directing it to the cardboard bunker conveyor for subsequent baling.

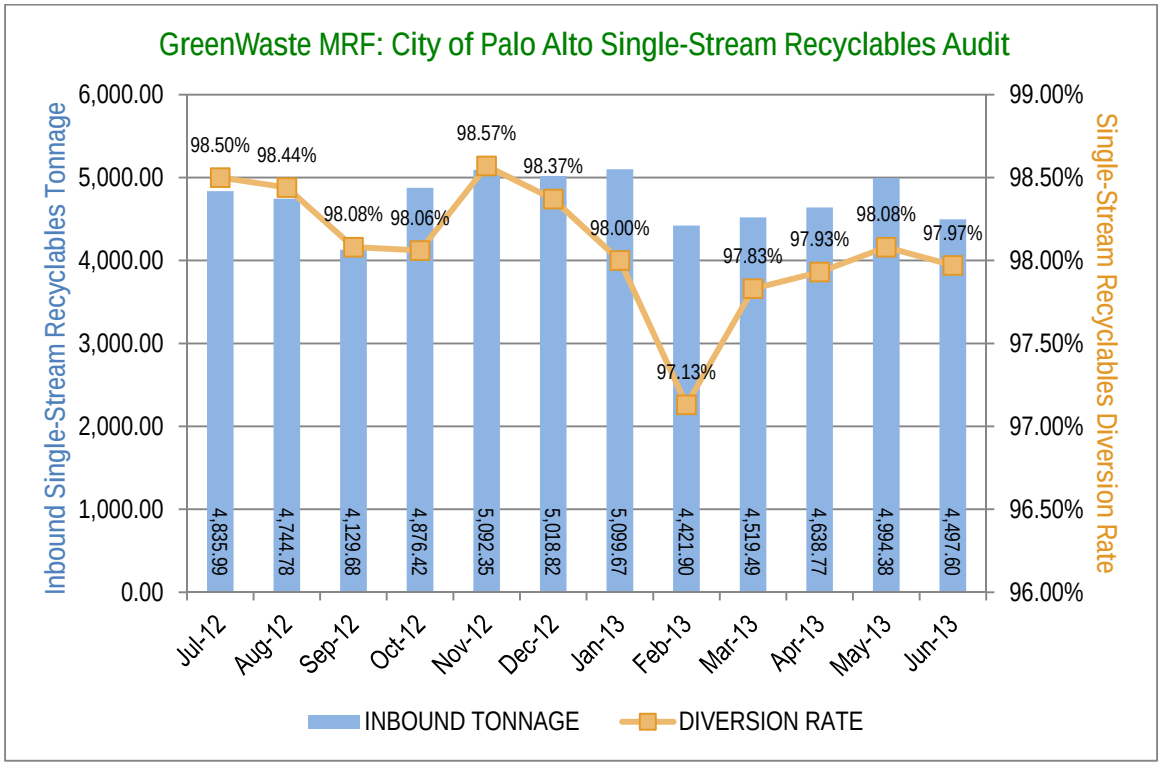
- News Print Screen | This screen separates newspaper from the rest of the stream, which is sent to a post-sort for cleanup prior to being baled.
- Polishing Screen | This screen is used to separate mixed paper from the containers. Mixed paper floats on top as the containers drop back onto another conveyor where they are commingled with the containers.
- Post-Sort | Quality control post-sort stations are included in the design to ensure optimum marketability of the recovered commodities. The system operates with two to eight (2-8) post-sorters depending upon the quantity of the material moving across the line.

Following the polishing screen, the containers move onto a container processing line where the following stages occur:

- Optical Sorting | PET beverage containers are optically sorted prior to final manual quality control (post-sort) then stored in bunkers prior to baling. Any cross-contamination is sorted out and reintroduced to the proper stream's processing lines via conveyors.
- Electro-magnetic Separators | Ferrous metals are separated using electro-magnetic separators. All ferrous metals are stored in bunkers prior to baling. If the primary electromagnetic separator is out of service a secondary magnetic separation unit provides redundancy.
- Optical Sorting | Plastic containers #2 through #7 are optically sorted by another optical sorter prior to final manual quality control (post-sort) then stored in bunkers prior to baling. Any cross-contamination is sorted out and redirected to proper streams via conveyors.
- Eddy Current Separator | Non-ferrous metals (i.e. aluminum cans) are separated utilizing an eddy current separator. All non-ferrous metals are stored prior to baling.

The mechanical sorting mechanisms and processes have been calibrated, evaluated, adapted and recalibrated to increase diversion and to decrease cross-contamination of these valuable commodities in order to increase their value. GreenWaste MRF personnel are thoroughly trained and the MRF Operations Manager has a strong presence in the facility, frequently reviewing operational data to increase operational efficiency. The equipment is calibrated to respond in an effort to consistently achieve higher diversion rates.

The following chart depicts the diversion and tonnage rates for a single-stream Recyclables audit performed for the City of Palo Alto at the GreenWaste MRF from July 2012 – June 2013.



The GreenWaste MRF exemplifies innovative recovery facility processing operations. Since the upgrade to the facility in 2008, GreenWaste has performed numerous audits which consistently result in diversion rates of over 97%. GreenWaste commits to a diversion rate of at least 95% for the single-stream Recyclable Materials collected and processed for the Participating Agencies.

Tracking Jurisdictional Tonnage | Currently, Recyclable Materials from multiple jurisdictions are delivered to the GreenWaste MRF for processing. All materials are weighed on the inbound scale prior to being commingled for processing. The scale system, database, and operational procedures in place allow GreenWaste to allocate material (*and residue percentages*) to the appropriate jurisdiction, which are based on the residue audits conducted prior to processing.

- *GreenWaste will conduct two (2) waste audits per year for the District on a fixed and coordinated schedule.*

All data will be generated in a suitable Excel pivot table format that is both user-friendly and capable of managing recycling operations; the Excel pivot tables allow for virtually unlimited flexibility in viewing data. All scale employees are fully trained on daily operations in order to reduce potential data Collection and management errors. All scales are registered with the Santa Clara County Department of Weights and Measures and are regularly maintained to ensure reliability and proper function. Listed below are the jurisdictions and the materials processed at the GreenWaste MRF:

- City of San Jose | Yard Trimmings, MFD MSW, CDDD, Commercial Organics
- Town of Woodside | MSW & Recyclables
- Town of Portola Valley | MSW & Recyclables
- County of Santa Clara | MSW & Recyclables

- Santa Cruz County, Scotts Valley, Capitola & State Beaches | Recyclables
- Town of Los Altos Hills | MSW & Recyclables
- City of Palo Alto | MSW & Recyclables
- GreenTeam of San Jose | SFD (pilot)/MFD MSW & City Facilities
- Recology Silicon Valley | MSW & Recyclables
- Miscellaneous Customers | C&D (GreenWaste Debris Box) & Yard Trimmings

Any commingled material from jurisdictions other than the Participating Agencies that are processed at the GreenWaste MRF are accurately allocated and tracked through the GreenWaste scale system and database.

Residue from Recyclable Materials | Residue from the Recyclable Materials collected in the Participating Agencies which cannot be marketed will be disposed of by GreenWaste at the Approved Disposal Facility.

MRF Load Check Program | GreenWaste's load check program consists of thoroughly trained staff that can easily recognize unacceptable material in loads and know how to properly handle and remove these materials before processing. As the first line of detection, all spotters are trained to interact with Collection vehicle operators during the unloading of materials to identify and manage possible contaminants. If unacceptable or hazardous waste is observed during unloading, the load check spotter will remove the contaminants and place them in the designated and/or hazardous waste storage areas. The State of California requires random inspections of incoming waste loads in an attempt to find occasional amounts of prohibited waste; however, GreenWaste far exceeds that requirement by using load check personnel to inspect all incoming loads in an effort to reduce possible contamination at the GreenWaste MRF. Any instance of hazardous or other excluded waste found at the GreenWaste MRF will be properly recorded, including type of material and origin, and maintained in accordance with all local, State, and Federal regulations. All GreenWaste employees that might come into contact with hazardous and excluded waste will receive proper training to identify, handle, and remove wastes.

Permits and Regulatory Compliance | GreenWaste's Solid Waste Facility Permit (SWFP # 43-AN-0019) issued and conferred upon by the California Department of Resources Recycling and Recovery (CalRecycle) is included in Section 9 | Attachments. The GreenWaste MRF is also governed through permits issued by the following State and local regulatory agencies: California Department of Toxic Substances Control (DTSC), California Department of Industrial Relations (OSHA), the California Regional Water Quality Control Board (RWQCB), the California Air Resources Board (CARB), the City of San Jose, the County of Santa Clara, and the San Jose Fire Department. A list of regulatory agencies, their oversight and contact information is available upon request.

Available Processing Capacity | As of July 1, 2013, the GreenWaste MRF is contractually obligated to process 500 tons per day of material, leaving 1,500 tons per day of capacity available to process the Participating Agencies' Recyclable Materials. GreenWaste guarantees the Participating Agencies sufficient Recyclable Materials processing capacity collected under the Agreement throughout the term of the Agreement and any extensions thereto.

- Alternative Recyclable Materials Processing Facility | In the event that the GreenWaste MRF is closed for more than twenty-four (24) hours, GreenWaste will deliver Recyclable Materials to the MRWMD located in Marina, California after providing written notice to Agency Contract Managers for approval.

2.A.iii.b.1 Recyclable Materials Marketing

Since starting the processing of recyclables in 1991, GreenWaste has diligently worked to create and expand relationships within the commodities market. The current downturn of the market has shown how valuable these relationships are since GreenWaste is consistently able to sell commodities in a down market due to relationships and reputation. GreenWaste has reliably demonstrated the production of high-quality materials and makes continual improvements in the quality and quantity of Recyclable Materials produced, resulting in high diversion rates and minimal residue. Most of the commodities recycled are baled, consolidated, and whenever possible, transported locally to reduce transportation costs and environmental impacts. GreenWaste commits to processing and marketing all of the Recyclable Materials generated in the Participating Agencies for the duration of this agreement.

Marketing Method & Approach | GreenWaste has continued to build and strengthen relationships with long-term vendors and continues to cultivate relationships with new vendors. The marketing of Recyclables will utilize these strong relationships with vendors to get the highest market value for the commodity and maintaining positive working relationships. The GreenWaste MRF Manager constantly meets with vendors to review and identify improvement opportunities in the quality of materials and to address any issues that arise in constantly changing markets.

- Primary and Contingent Markets & Pricing Policy | GreenWaste's MRF Manager and Marketing Manager have consistently developed solid relationships with numerous vendors in order to maintain continuous markets and get the best price for materials. Recyclable commodities recovered at the GreenWaste MRF are sold to both domestic and foreign markets. GreenWaste makes all reasonable business efforts to sell materials to domestic markets, in order to reduce the environmental footprint of international transportation. A list of commodities, vendors, and eventual markets from 2012 are listed in the following table:

Products	Vendors	Market
Cardboard	Berg Mills	Domestic & Foreign
	Potential	Foreign
	Mega Fiber	Foreign
	Western Pulp & Paper	Domestic
	Smurfit Stone	Domestic
	American Chung Nam	Foreign
	CellMark	Domestic & Foreign
Mixed Paper & Newspaper	Berg Mills	Domestic & Foreign
	Potential	Foreign
	Mega Fiber	Foreign
	Western Pulp & Paper	Domestic
	Smurfit Stone	Domestic
	American Chung Nam	Foreign
	CellMark	Domestic & Foreign
Colored HDPE Plastic	Berg Mills	Domestic & Foreign
	Potential	Foreign

#2	Super Link Envision	Foreign Domestic
Natural HDPE Plastic #2	Berg Mills Potential Super Link Envision	Domestic & Foreign Foreign Foreign Domestic
Mixed Plastics #1-7	Berg Mills Potential Super Link Envision	Domestic & Foreign Foreign Foreign Domestic
Rigid & Injection Grade Mixed Plastics	Berg Mills Potential Super Link Envision CellMark	Domestic & Foreign Foreign Foreign Domestic Domestic & Foreign
PET Bottles	Berg Mills Potential Super Link Envision	Domestic & Foreign Foreign Foreign Domestic
Plastic Bags & Other Film Plastics	Berg Mills Potential Super Link Envision	Domestic & Foreign Foreign Foreign Domestic
Aluminum Cans	Berg Mills Sims Metals Standard Metals & Iron	Domestic & Foreign Domestic & Foreign Domestic
Scrap Metal	Berg Mills Sims Metals Standard Metals & Iron	Domestic & Foreign Domestic & Foreign Domestic
Foil	Berg Mills Sims Metals Standard Metals & Iron	Domestic & Foreign Domestic & Foreign Domestic
Steel Cans	Berg Mills Sims Metals Standard Metals & Iron	Domestic & Foreign Domestic & Foreign Domestic
Glass	Domestic Berg Mills E-Cullet	Domestic Domestic & Foreign Domestic

Severe Market Demand & Pricing Fluctuations | GreenWaste has experience in enduring severe fluctuations in Recyclables markets. If there happens to be a dramatic decrease in the Recyclable markets like what was seen in 2008 and 2009 for mixed paper and other fibers, GreenWaste has ample storage for

Recyclable Material prior to marketing, if necessary, to withstand significant market fluctuations. There are several reasons for GreenWaste's ability to handle severe market fluctuations:

- ✓ *Strong relationships with existing vendors;*
- ✓ *Consistent outreach to new markets;*
- ✓ *Continually monitoring Recyclables markets and economic situations to anticipate and adapt to changes;*
- ✓ *Tested contingency plans to handle extreme market conditions; and,*
- ✓ *Ability to foresee and respond to fluctuations in the marketability of the Recyclable Materials.*

During extreme market fluctuations with Recyclables in previous years, GreenWaste continued to process and market the variety of materials collected. In March and April of 2008 when it was extremely difficult to move mixed paper internationally because of the limited number of shipping containers in the Bay Area and below market prices, GreenWaste was able to ship some material domestically but retained baled products at locally owned storage facilities while waiting for the market to rebound. When the market began to rebound, vendors knew GreenWaste consistently produced a high-quality, clean product attracting vendors to purchase the materials.

- ➢ Emergency Storage | The GreenWaste MRF property has limited storage space, so if this market condition occurs again, the materials will be transferred to another GreenWaste facility for longer-term storage until the market corrects itself and GreenWaste is able to sell the product at a fair market value. GreenWaste owns several large warehouses within five (5) miles of the GreenWaste MRF where bales and Recyclables can be stored for long periods of time.

Highest & Best Use | Ensuring that all material handled through the MRF ends up in the most desirable location is important to GreenWaste. Therefore, GreenWaste applies its "highest and best use" philosophy to its own business practices and encourages subcontractors to adopt and implement the same philosophy. Since all Recyclable Materials generated in the Participating Agencies are going to be processed at the GreenWaste MRF, GreenWaste can ensure that a "highest and best use" philosophy is strictly enforced. As an environmentally responsible and sustainable company, GreenWaste works to find "highest and best use" solutions for Recycled Materials and Organics, prefers to market materials domestically, and gives preference to these markets in order to reduce the carbon footprint of shipping commodities internationally, thereby also supporting the local economy.

2.A.iii.c Organics Delivery

GreenWaste will transport all Organics collected in the Participating Agencies to the Approved Organic Materials Processing Facility. GreenWaste will pay all costs associated with transporting and delivery of these materials including payment of any gate fees. GreenWaste will observe and comply with all regulations and posted rules in effect at the Approved Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of these materials.

Acceptable Yard Trimming Materials

GreenWaste will collect the following Yard Trimming materials in the designated Yard Trimming materials cart(s), which are specifically accepted at the Approved Organic Materials Processing Facility. Acceptable Yard Trimming materials include, but are not limited to:

- ✓ Green trimmings;
- ✓ Grass;
- ✓ Weeds;
- ✓ Leaves;
- ✓ Pruning;
- ✓ Branches;
- ✓ Dead plants;
- ✓ Brush;
- ✓ Tree trimmings;
- ✓ Dead trees; and,
- ✓ Small pieces of unpainted and untreated wood.

Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Organic Materials Cart.

Acceptable Food Scrap Materials

GreenWaste will collect the following Food Scrap materials (along with acceptable Yard Trimming materials) for the Pilot Commercial Organic Materials Collection Program, which are specifically accepted at the Approved Organic Collection Materials Processing Facility. Acceptable Food Scrap materials include, but are not limited to:

- ✓ *All kitchen and table food waste;*
- ✓ *Animal or vegetable waste that is generated during or results from the storage, preparation, Cooking or handling of food stuffs;*
- ✓ *Discarded paper that is contaminated with food scraps;*
- ✓ *Fruit waste, grain waste, dairy waste, meat, and fish waste; and,*
- ✓ *Non-recyclable paper or contaminated paper (excluding wax/film coated cardboard or cardboard food/beverage containers).*

2.A.iii.d C&D Debris Delivery

GreenWaste will transport all C&D Debris collected in the Participating Agencies to the Approved C&D Processing Facility. GreenWaste will pay all costs associated with transporting and delivery of these materials including payment of any gate fees. GreenWaste will observe and comply with all regulations and posted rules in effect at the Approved C&D Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of these materials.

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2.B Bulky Item Reuse Collections

Program Overview | The GreenWaste approach to the collection of bulky items and reusable materials is to prioritize convenience to the Customer, reuse and diversion, and minimization of carbon footprint. GreenWaste will model the Bulky Item and Reusable Materials Collection Program after other successful bulky item collection programs offered in its service areas. Through thoughtful program design and strategic implementation, GreenWaste has demonstrated successes in the diversion of large appliances, furniture, and other hard to manage items and, by prioritizing convenience, GreenWaste has minimized unlawful dumping in these communities.

GreenWaste is committed to making the Bulky Item and Reusable Materials Collection Program predictable and convenient to Customers while simultaneously increasing operational efficiencies and reducing the carbon footprint of the program. GreenWaste will divide the Participating Agency service areas into "Bulky Item and Reusable Material Collection Zones" with each zone designated for a certain collection day on a Monday through Friday schedule. By dividing the service areas into zones, GreenWaste can quickly inform Customers which day the collection vehicles will next be in their area for collection, thereby making streamlined scheduling. Dividing the service areas into zones ensure that services are provided to Customers within five (5) business days of the Customer's request and makes using the program more convenient. Rather than the Customer needing to remember to call to request the service in advance of their normal collection day, they can simply call Customer Service and the Customer Service Representative (CSR) will inform the Customer of the day the bulky item collection vehicle(s) will be in their area. By clustering pick-ups into zones based on routes, operational efficiencies are increased, vehicle miles traveled are reduced and ultimately the carbon footprint of the program is minimized.

At no additional charge, GreenWaste will offer eligible Customers of each Participating Agency annual collection opportunities for bulky items and reusable materials on the frequency specified in the table below. Based on experience in designing and implementing convenient and adaptive bulky item collection programs in all of the areas in which GreenWaste provides collection services, it is anticipated that between 20% and 22% of Customers will utilize at least one (1) collection event annually under this program.

Base Services: Bulky Item and Reusable Materials Collection Program							
Annual Bulky Item Collection Events*	Carmel	Del Rey Oaks	Marina	Pacific Grove	Pebble Beach	Sand City	Seaside
Single-Family Residential Customers	1	2	1	2	**	1	2
Commercial Customers							1

**Consistent with each Participating Agency's current service level.*

***Pebble Beach does not currently offer bulky item collection service. Instead, Customers are allowed to set out an additional seven bags of material one week per quarter during a predetermined collection week.*

Acceptable Items | GreenWaste will accept the following volumes and/or quantities of materials from each eligible Customer during each Bulky Item and Reusable Material Collection Event:

- ✓ *Up to one (1) cubic yard of Reusable Materials; and*
- ✓ *Up to three (3) E-Waste or U-Waste items; and*
- ✓ *Up to one (1) Appliance or Bulky Item*

Acceptable Material Types | GreenWaste will accept the following materials during Bulky Item and Reusable Material Collection Events:

- ✓ *Appliances*[1]
- ✓ *Furniture*
- ✓ *Tires*
- ✓ *Carpets*
- ✓ *Mattresses*

Prohibited Materials | GreenWaste will not accept the following materials during Bulky Item and Reusable Material Collection Events:

- ✓ *Solid Waste*
- ✓ *Organic Materials*
- ✓ *Hazardous Waste*
- ✓ *Excluded Waste*
- ✓ *Abandoned automobiles*
- ✓ *Large auto parts*
- ✓ *Trees*
- ✓ *Any single item that exceeds two hundred (200) pounds in weight*

Scheduling Collections Events | In order to schedule this service, Customers will be required to contact GreenWaste at their convenience, during normal business hours. The Customer Service Representative (CSR) will first ask for their account information in order to determine which collection zone they fall into and verify whether the Customer has additional Bulky Item and Reusable Materials Collection Events remaining for the year. If the Customer has remaining events for the year, the CSR will begin working with the Customer on scheduling, material characterization and outlining program parameters. If the Customer has already used their event(s) for the year, the CSR will notify the Customer of their collection options, scheduling and additional charges that may be incurred. This person-to-person contact allows the CSR to inquire about the type, quantity and quality of materials intended for collection, to provide any instructions to the Customer regarding material preparation (bundling, covering, etc.), to offer suggestions on set-out location and evaluate the composition of the load to ensure the appropriate vehicle(s) are dispatched with the appropriate personnel.

It is the goal of GreenWaste to "leave no material behind" during these collection events. The contact with the Customer during scheduling also allows GreenWaste to communicate the program restrictions and inform the Customer that additional charges may be incurred if items are set-out for collection that fall

[1] *For safety reasons, refrigerators and/or freezers must have the doors secured closed with duct tape or a similar tape or doors must be removed and placed beside the item.*

outside of the program parameters. GreenWaste will collect additional items during these scheduled events that exceed the required service level at an approved "Additional Bulky Item" rate. GreenWaste will also offer additional collection events to Customers at an approved "Additional Bulky Item Collection" rate. Whether the Customer arranges for additional item collection or purchases an additional event, the list of acceptable and prohibited items under this program remains the same.

Characterization of Materials | In order to ensure the materials being set out are eligible for pick-up under this program and to maximize the programs reuse and recovery rate, CSRs will ask the Customer a series of questions when the Customer calls to schedule service.

- The first set of questions is designed to determine whether the type and quantity of materials intended for set-out are eligible for collection under this program.
- The second set of questions is intended to determine the quality of the materials and gauge whether the items can likely be re-used and/or recycled (with disposal considered only as a last resort).
- The third set of questions allows the CRS to determine the appropriate type of vehicle and number of drivers that may be required to collect the material.

The CSR will make the appropriate notations on the Customer's account and will generate a work order that specifies the collection day, the type and quantity of materials scheduled for set-out and a description of items that should be eligible for re-use. The CSR will also remind the Customer that bulky items shall not be placed at the curb more than twenty-four (24) hours in advance of the scheduled collection day in order to maintain a neat neighborhood appearance.

Items Requiring Special or Alternative Collection | In addition to the list of acceptable items and materials types listed above, similar large items that require special collection due to size or nature may be accepted if they can be collected without the assistance of special loading equipment (such as forklifts or cranes). When Customers contact Customer Service to schedule their Bulky Item and Reusable Material Collection Event, the Customer Service Representative will complete the Material Characterization evaluation described below. Depending on the item, the CSR may either inform the Customer the item(s) will be accepted under the Program or inform the Customer that the item is not acceptable under the Program.

In the event that materials slated for pick-up are not acceptable under the Program, GreenWaste CSRs will use the material characterization methodology described above to identify those bulky items and reusable materials that may be more appropriately collected by local youth, community, or other charitable organizations (such as Goodwill or the Salvation Army) and arrange with such organizations to provide the collection. GreenWaste will be responsible for ensuring that service is provided to the Customer in a professional and timely manner and at GreenWaste's expense. For items that have been identified for disposal, the CSR may also provide the Customer with alternative drop-off locations such as the Monterey Regional Waste Management District.

Collection Methodology | Once the day's work orders have been generated, the bulky item collection vehicle(s) will begin their collection routes in the "Bulky Item and Reusable Material Collection Zone" designated for that day. Depending on the type of materials arranged for collection on that route, either a flat-bed truck or another appropriate vehicle will be dispatched and may include a single driver or a driver and an assistant. When the vehicle arrives onsite, the driver will document the amount and type of bulky items set out for collection, confirming whether or not the materials set out match the description on the

work order. The driver will evaluate the quality of the items and determine whether or not they are of sufficient quality to warrant reuse, and will begin assessing how to best load the items based on their end-destination. Like-items will be arranged together on the vehicle (reusable, E-waste, U-waste appliances, bulky items, etc.). If the type, quantity, or quality of materials actually set out is different than the description on the work order, the driver will take a photo and/or document the discrepancies in items if additional charges are likely to be incurred by the Customer. Once the items are loaded on the vehicle and the load is full, the vehicle will transport the materials to the Approved Reusable Materials Processing Facility for sorting and processing (as appropriate). At the end of each day, the driver will turn in the day's work orders to the Dispatch Department, who will then enter the information into the computer system to track which residents are using the on-call bulky item collection program and to track overall program participation.

- Hard-to-Serve Areas | GreenWaste has successfully designed and implemented bulky item collection services in all of the hard-to-serve areas in each jurisdiction where collection services are offered. GreenWaste will provide bulky item collection services in hard-to-serve areas to all Participating Agencies and will work with each Customer to ensure these services are provided in the most efficient and convenient manner.

Whether items are slated for re-use and re-purposing or they more appropriately processed to achieve diversion, all items collected under this Program will be transported to the Approved Reusable Materials Processing Facility. GreenWaste will observe and comply with all regulations in effect at the Approved Reusable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of bulky items and/or reusable materials.

Real-Time Data Exchange| GreenWaste is offering the Participating Agencies the innovative on-truck data management system, FleetMind, that allows for real-time data tracking, connectivity with Tower (the database system used by Customer Service & Accounting), geo-locating activities and attaching notes and photos to accounts. FleetMind reduces the opportunity for inconsistencies between the Customer and GreenWaste as it serves to document pick-up times, missed set-outs, additional material set-out and other items that may include additional charges. Use of FleetMind ensures Customers are charged accurately for services rendered and also ensures Participating Agencies receive the franchise fees to which they are entitled. A detailed description of the FleetMind system, including visual aids, is included in Section 2.H | Existing Management and Customer Service Systems.

Maximizing Reuse & Diversion | From the first point of contact with the Customer through the delivery of the items collected under this program, GreenWaste will seek out every opportunity to maximize reuse and recovery and minimize disposal. Further, GreenWaste is committed to utilizing the Monterey Regional Waste Management District's (MRWMD) Last Chance Mercantile and its Material Recovery Facility (MRF) as the primary facilities for reuse and recovery of items collected under this program. With reuse as the top priority and resource recovery as the secondary approach to diversion, the GreenWaste driver's evaluation of the items is critical. GreenWaste drivers will be well versed in the types of materials accepted at the Last Chance Mercantile through on-site tours and orientations with its employees. When drivers are collecting materials under this program, they will organize materials on the vehicles according to reusability and then items slated for recovery will be arranged on the vehicle together to allow for streamlined unloading once the vehicle arrives at the MRWMD facility. Preservation of the quality of materials is also a top priority so items intended for reuse will be carefully loaded to ensure furniture is not scratched, fabrics are not torn and the overall appearance of the item remains intact. GreenWaste also recognizes the Participating Agencies

will realize inclement weather throughout the year and will ensure loads are protected from the weather from the point of collection through delivery to the MRWMD facility.

GreenWaste is committed to designing and implementing a successful Bulky Item and Reusable Materials Collection Program that integrates customer service, operations and the outreach and educational team. Ultimately, GreenWaste is confident this combination of efforts from various departments will significantly increase the diversion rate of materials collected under this program and GreenWaste is dedicated to exceeding a 50% diversion rate in the first year of the program and achieving a 75% diversion rate by the year 2020.

Public Education & Outreach | GreenWaste has experience in developing and operating effective outreach and education programs that promote Bulky Item and Reusable Materials Collection events and programs available to Customers. The detailed Operational Plan for all communications with Customers regarding opportunities for decreasing contamination, increasing recycling opportunities and ultimately increasing diversion is covered in the following sections:

Section 2.C | Public Education & Outreach;
Section 2.D | Customer Service; and,
Section 2.E | Billing.

In addition to the Public Education & Outreach Program outlined in the Base Services, an expanded Public Education & Outreach Program is detailed in Section 3.D | Expanded Public Education & Outreach.

Expanded Services | The Expanded Bulky Item Reuse Collection Events as required in Alternative Proposal #3 and as described in Exhibit B-1 and Exhibit B-2, call for a standardized program, offering eligible Customers up to three (3) on-call collection events per calendar year at no additional charge, expanding the Program to Multi-family Customers and refocusing this program on the recovery and proper handling of bulky and reusable materials rather than for periodic extra material. In addition to accomplishing these objectives, GreenWaste is offering to increase the volume and/or quantities of the items accepted at each event and to make this expanded program even more convenient for Customers. As long as the Customer contacts Customer Service 24-hours in advance of their requested date of service, GreenWaste will provide this service on the Customer's requested service date. This Alternative Proposal is described in the upcoming Section 3.C | Expanded Residential Bulky Item Reuse Events.

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2.C Public Education & Outreach

GreenWaste is experienced in the design and implementation of adaptive and successful public education and outreach programs and is committed to the communities it serves. GreenWaste strives to positively affect behavioral change to increase customer participation in recycling and diversion programs and believes people will do the right thing if provided the information and resources to be successful. Accordingly, GreenWaste has designed its Public Education & Outreach Program for the Participating Agencies by targeting sectors, understanding the most effective means of distributing information and specifically tailoring programs based on the collection programs available and the culture and demographics of each community. GreenWaste has gone above and beyond the minimum outreach requirements in the Base Proposal for Public Education & Outreach by incorporating nearly all collateral requirements for Alternative Proposal #4: Expanded Public Education and Outreach into this Base Proposal.

Public Education & Outreach Program

The GreenWaste Approach | Regardless of whether the Participating Agencies select any or all of the Alternative Proposals (#1-#4), the GreenWaste approach to develop and implement a successful Public Education and Outreach Program throughout the term of the Agreement(s) hinges on the implementation of the initial Public Education and Outreach Transition Plan and the development and ongoing implementation of Annual Public Education & Outreach Plans. During the transition period, GreenWaste will develop and distribute collateral materials and conduct outreach to inform Customers of service changes and new program offerings. Many of the initial collateral materials developed will continue to be updated and provided throughout the term of the Agreement(s). Following the commencement of services, ongoing collateral materials will be developed and distributed to Customers through direct mail, bills, site visits and community events. Ongoing collateral materials will include timely information including the promotion of upcoming events, new and emerging issues and the ongoing promotion of recycling and diversion programs. GreenWaste will also provide targeted technical assistance to Commercial and Multi-family Customers to ensure compliance with AB341[1] (California's Mandatory Commercial Recycling Regulation) and assist the Participating Agencies with meeting the statewide goal to achieve no less than 75% diversion by the year 2020.

- Public Education & Outreach Transition Plan | The launch of GreenWaste's Public Education and Outreach Program will begin well in advance of the commencement of services and will ensure adequate notification and provide accurate information to all Customers across all sectors. GreenWaste will utilize multiple media sources including print, radio, television and electronic and social media to notify Customers of the change in their service provider and to highlight new program offerings. Transition and sector-specific collateral materials will be developed using both direct mail pieces and dissemination during container distribution. GreenWaste will also conduct direct outreach to community groups, business and industry groups, and homeowner associations as an opportunity to make contact with the leaders in the community and develop communication networks and make presentations on service changes, promote new collection program offerings

[1] *AB341 sets a statewide goal of not less than 75% diversion by the year 2020. This bill requires businesses and MFD units generating more than 4 cubic yards of commercial solid waste per week participate in recycling services.*

and be available to answer questions. For additional information on GreenWaste's Public Education & Outreach Transition Plan development, please refer to Section 2.F | Implementation Plan.

- Annual Public Education & Outreach Plans | Fundamental to the success of GreenWaste's Public Education & Outreach Program is the ongoing assessment of current conditions, evaluation of program goals, identification of potential obstacles and anticipation of future needs. However, a Plan is only as good as its implementation. Prior to the service commencement date and throughout the term of the Agreement(s), GreenWaste will meet with the Participating Agencies and develop an Annual Public Education and Outreach Plan (PEOP) that will be submitted to the Participating Agencies on or before December 1st of each year, for the following fiscal year. The PEOP will outline the approach and methodology to conduct outreach and identify the public education materials that will be used. Each PEOP will identify the approach to be taken when conducting outreach by sector, including the different methods to increase program participation of Residential, Multi-family and Commercial Customers and the prioritization of Multi-family and Commercial Customers for the provision of technical assistance. Successful methods GreenWaste has used to achieve high participation in recycling and organics collection programs and increase diversion will be incorporated and each year's PEOP and will reflect on the previous year's successes and challenges as opportunities to tailor those tried-and-true methods to the specific needs of each Participating Agency. Each PEOP will specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public educational materials to be developed, opportunities for expanded partnerships and timelines for implementation. Input will be solicited from the Participating Agencies and each PEOP's implementation success will be measured by deadlines and products developed.
- Public Education & Outreach Program Implementation | GreenWaste is committed to assist the Participating Agencies in achieving the State's 75% recycling goal locally by 2020 and also meet the aggressive goal of the Participating Agencies to divert 65% of materials handled under the exclusive franchise. However, the only Participating Agency that is currently experiencing 65% diversion based on the materials collected under the exclusive franchise is Pebble Beach CSD; all other Participating Agencies must have diversion increased for materials collected under the exclusive franchise by 16% - 147%. In order for any hauler to meet these aggressive diversion goals, a comprehensive and coordinated Public Education & Outreach Campaign must be launched will in advance of the commencement of services and be sustained throughout the term of the Agreement(s). For additional information on the calculation of current diversion rates for materials handled under the exclusive franchise, please refer to Section 2.I | Performance Measures & Diversion Incentives.

GreenWaste has worked diligently to develop the communication channels and data-sharing infrastructure to ensure the outreach, customer service, and operations teams are working together in the provision of services to Customers. Working with Residential, Multi-family and Commercial Customers, the Participating Agencies and community groups throughout the Monterey Peninsula, each department within GreenWaste has a separate and distinct opportunity to interact with Customers. It is through the coordinated sharing of these interactions that the Outreach Team can determine the extent to which programs and outreach methodologies are working and identify

opportunities for improvement. GreenWaste strives to continually improve the delivery of collection services, the success of education and outreach programs and the level of customer satisfaction when working with the GreenWaste customer service team. It is GreenWaste's goal to keep its Program alive and with enhanced communication and cross-pollination of customer feedback within and among departments, opportunities are created to provide exceptional support to increase participation and ensure success of recycling and diversion programs, thereby ultimately reduce the amount of waste destined for landfill.

GreenWaste's Public Education & Outreach Program (Program) is crucial to successfully facilitating a smooth transition to new collections services and not only increasing, but also sustaining participation of Residential, Multi-family and Commercial Customers in available source reduction, reuse, recycling and composting programs. The Program description that follows focuses on the following activities:

- Collateral Development & Distribution
  - ✓ *Transition Collateral Development;*
  - ✓ *Collateral Development for Alternative Programs (#1-#3);*
  - ✓ *Ongoing Public Education & Outreach;*
  - ✓ *Collateral Distribution;*
  - ✓ *Website Development; and,*
  - ✓ *AB341 Outreach Activities.*
- Public Education & Outreach Team
- Technical Assistance
  - ✓ *The GreenWaste Approach;*
  - ✓ *Recycling Opportunity Waste Assessments;*
  - ✓ *Ongoing & Follow-up Waste Assessments; and,*
  - ✓ *Service Changes & Coordination.*
- Outreach to Public Schools
- Community Service

Collateral Development & Distribution | Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the process of developing and distributing collateral materials remains the same. During the transition and throughout the term of the Agreement(s), GreenWaste will provide current and accurate information to all Customers and will update materials as appropriate. GreenWaste has an extremely talented in-house Graphic Designer and will be responsible for the development of all collateral materials to be distributed Residential, Multi-family, Commercial Service Recipients and Agency Facilities. GreenWaste will utilize a phased approach for developing all collateral materials, initially developing materials that will be used during the transition and then developing materials that will be distributed initially, but designed for use throughout the term of the Agreement(s).

GreenWaste designs collateral materials specific to the service offerings of each sector, maintains thematic branding in all collateral materials developed and will modify and include additional materials as appropriate. For all collateral materials to be developed, GreenWaste will first identify the target audience(s), the message(s) to be communicated and the purpose(s) of the collateral. GreenWaste will meet with the Participating Agencies to ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. GreenWaste will offer the Participating Agencies the opportunity to provide input on the

content and format of the mock-up then GreenWaste will make appropriate revisions based on input and recommendations. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft will be provided to the Participating Agencies for a final review prior preparing the piece for printing and distribution.

All public education and outreach materials identified below will be customized for Single-family, Multi-family and Commercial Service Recipients, as appropriate. The initial collateral pieces developed specifically for the transition to GreenWaste as their new hauler and announcing the new program offerings will be disseminated through direct mail, during container distribution and in person during outreach and educational events. Ongoing collateral pieces designed during the transition period will also be provided to each Residential, Multi-family and Commercial Customer during container distribution and/or using direct mail; a similar packet will be provided to new Service Recipients throughout the course of the Agreement

GreenWaste has included a diverse and representative cross-section of the types of outreach materials currently developed and customized for distribution to its customers based on sector and program offerings in their particular service areas. Initial program start materials, ongoing outreach and education materials and also those related to specific sectors and/or materials have been included in Section 9 | Attachments.

All outreach and educational materials will be:

- ✓ *Thematically branded with consistent color, font, look and feel;*
- ✓ *Produced in English and Spanish (as appropriate);*
- ✓ *Photo-oriented to appeal to varied language and literacy levels;*
- ✓ *Printed by Monterey County businesses;*
- ✓ *Provided in digital form to avoid excessive printing and provide Customers easy access to information; and,*
- ✓ *Printed on recycled content and recyclable paper (double-sided as appropriate).*

In addition to the collateral materials to be developed under this Base Services proposal, GreenWaste has also designed an Expanded Public Education and Outreach Program for transitional as well as ongoing activities. For a complete and detailed description of GreenWaste's Expanded Public Education and Outreach Program offerings, please refer to Section 3.D | Expanded Public Education and Outreach.

- ➢ Transition Collateral Development | Well in advance of the service commencement date, GreenWaste will have developed and finalized the initial collateral materials in preparation for distribution to ensure a smooth transition. Informing Customers in advance of the service transition and implementation of new and expanded programs is key in helping to assist the GreenWaste outreach, customer service and operations teams in completing necessary tasks in preparation of the transition. Understandably, the potential confusion generated by a change to GreenWaste as their new hauler may be cause for some concern and it is important to GreenWaste that the change does not have an effect on Customer willingness to adapt to the new program's offerings. To properly and effectively address each of these potential areas for concern, the media campaign outlined below, coupled with skillful and appropriate program design, will be vital tools for keeping all Customers within the Participating Agencies well informed and at ease with the change to their service. Once Customers learn of the increase services and assistance being provided under this new Agreement(s), GreenWaste is confident that program approval and uptake with be forthcoming. Below are the collateral pieces that will be developed specifically for the transition to

GreenWaste as the new hauler and promotion of the new and expanded program offerings.

- Introductory Mailers | Introductory mailers will be developed and tailored for Residential, Multi-family and Commercial Customers. These ½-cut sheet postcards will introduce GreenWaste as the new hauler, outline program changes and provide other related information deemed appropriate and timely by the Participating Agencies. These mailers will also indicate a "Cart Verification & Selection" or "New & Expanded Services" notice and complimentary "How-To Guides" will be distributed closer to the date of transition. Introductory Mailers will be distributed to all Customers approximately two (2) to three (3) months in advance of the date services commence.

- Cart Verification & Selection | Cart Verification & Selection tri-fold brochures will be developed to provide Residential Service Recipients with an overview of the new services available, detail proper set-out instructions and include other related information deemed appropriate and timely by the Participating Agencies. The third panel of this tri-fold brochure will be designed as a tear-off pre-paid return mailer for Residential Customers to select a new service level and return to GreenWaste prior to the commencement of services. If no return mailer is received, the Customer will be provided service at a default level as specified in Section 2.A | Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection. Cart Verification & Selection brochures will be mailed to all Residential Customers using direct mail approximately one (1) to two (2) months in advance of the date services commence.

- New & Expanded Services Notice | This tri-fold self-mailer will inform Multi-family and Commercial Customers of the new and expanded services available, provide an overview of container size and collection frequency options and include other related information deemed appropriate and timely by the Participating Agencies. These notices will be mailed to all Multi-family and Commercial Customers approximately one (1) to two (2) months in advance of the date services commence.

- Inclusion of Expanded Service Programs | Additionally, depending on whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#3), these direct mail pieces may include relevant information on the following programs:

  - ✓ *Single-Family Mixed Organics;*
  - ✓ *Commercial Organics Collection; and,*
  - ✓ *Expanded Residential Bulky Item Reuse Events.*

In addition to these collateral pieces designed and distributed specifically for the transition to GreenWaste as the new hauler, comprehensive Recycling Guides will also be delivered during container distribution. These guides will also be provided to new Customers throughout the course of the Agreement(s):

- Residential Recycling Guide | Detailed Residential "How-to" Recycling Guides will be developed to inform Residential Customers of new and expanded services. These booklets will include a comprehensive three (3) full page color-coded spreads identifying the list of expanded acceptable materials organized by material type and will also include graphic illustrations of proper set-out procedures, acceptability and necessary preparation of materials for all each of their collection carts, details on how to utilize services available to Residential

Customers and will offer other related information deemed appropriate and timely by Participating Agencies. These Residential Recycling Guides will be updated as necessary and include topics such as:

- ✓ *Extra Material Collection;*
- ✓ *Holiday Tree Collection;*
- ✓ *Bulky Item Reuse Collection Events;*
- ✓ *Household Hazardous Waste Disposal;*
- ✓ *Household Batteries & Cell Phone Collection;*
- ✓ *Used Motor Oil and Oil Filters Recycling;*
- ✓ *Promotion of Compost/Worm Bins;*
- ✓ *Instructions for Enrolling in Paperless Billing;*
- ✓ *Drop-off and Pick-up Resources for Donations; and,*
- ✓ *Useful Phone Numbers & Other Resources.*

Additionally, depending on whether the Participating Agencies select the any of the Alternative Proposals (#1-#3), the Residential Recycling Guide may also include information on:

- ✓ *Single-Family Mixed Organics Collection Program; and,*
- ✓ *Expanded Residential Bulky Item Reuse Collection Events.*

- Multi-Family Recycling Guide | Detailed Multi-family "How-to" Recycling Guides will be developed to inform Multi-family Customers of the new and expanded services available and will be intended to notify owners and managers of multi-unit complexes of opportunities to reduce costs through participation in waste reduction and recycling. These booklets will include a comprehensive three (3) full page color-coded spreads identifying the list of expanded acceptable materials organized by material type, graphic illustrations of proper set-out procedures, and acceptability and necessary preparation of materials for all each of their containers and container types, details on how to utilize services available multi-family complexes and will offer other related information deemed appropriate and timely by Participating Agencies. These Multi-family Recycling Guides will be updated as necessary and include topics such as:

  - ✓ *Extra Material Collection;*
  - ✓ *Holiday Tree Collection;*
  - ✓ *Household Hazardous Waste Disposal;*
  - ✓ *Household Batteries & Cell Phone Collection;*
  - ✓ *Used Motor Oil and Oil Filters Recycling;*
  - ✓ *Instructions for Enrolling in Paperless Billing (as appropriate);*
  - ✓ *Drop-off and Pick-up Resources for Donations;*
  - ✓ *AB341's Mandatory Recycling Program; and,*
  - ✓ *Useful Phone Numbers & Other Resources.*

- Commercial Recycling Guide | Detailed Commercial "How-to" Recycling Guides will be developed to inform Commercial Customers of the new and expanded services available and will be intended to notify business owners and facility of opportunities to reduce costs through

participation in waste reduction, recycling and/or composting programs. These booklets will include a comprehensive three (3) full page color-coded spreads identifying the list of expanded acceptable materials organized by material type, graphic illustrations of proper set-out procedures, and acceptability and necessary preparation of materials for all each of their containers and container types, details on how to utilize services available to businesses and will offer other related information deemed appropriate and timely by Participating Agencies. These Commercial Recycling Guides will be updated as necessary and include topics such as:

- ✓ *Extra Material Collection & Debris Box Services;*
- ✓ *Household Hazardous Waste Disposal;*
- ✓ *Useful Phone Numbers & Other Resources;*
- ✓ *Drop-off and Pick-up Resources for Donations;*
- ✓ *AB341's Mandatory Recycling Program;*
- ✓ *Waste Assessments & Technical Assistance;*
- ✓ *Instructions for Enrolling in Paperless Billing; and,*
- ✓ *Information on the Monterey Green Business Program.*

Additionally, depending on whether the Participating Agencies select Alternative Proposal #2: Commercial Organics Collection, the Recycling Guide may also include information on:

- ✓ *Commercial Organics Collection Program*

- Commercial Recycling & Solid Waste Poster Sets | Commercial Recycling and Solid Waste poster sets may be developed that detail the acceptable materials in each material stream. An 11"x17" portrait orientation poster may be developed for each material stream that includes representative photos of acceptable materials on the top half and details acceptable materials by material type in the lower half. Another 8.5"x11" poster may be developed for each material stream that includes the only the representative photos and contact information for additional information.

- Collateral Development for Alternative Programs | Depending on whether the Participating Agencies select one or both of the Alternative Proposals (#1-#2), the following Program-specific stand-alone collateral materials may be developed:

  - Residential Mixed Organics Program Flyer | Residential Mixed Organics Program Flyers may be developed to inform Residential Customers that Food Waste is acceptable in Yard Trimmings cart(s) and provide graphic illustrations on the acceptable and unacceptable. The flyer may also provide a description of how Food Waste is processed and products produced and include other related information deemed appropriate and timely by the Participating Agencies.

  - Commercial Food Waste Collection Program Brochure | Commercial Organics Collection brochures may be developed to introduce Commercial Customers to the expanded Commercial Organics Collection program, highlight benefits of the program to both the subscriber and the environment, offer "how-to" information and provide proper set-out instructions, explain contamination, provide a description of how Organics are processed and

products produced and include other related information deemed appropriate and timely by the Participating Agencies.

- Commercial Recycling, Organics & Solid Waste Poster Sets | Commercial Recycling, Organics and Solid Waste poster sets may be developed that detail the acceptable materials in each material stream. An 11"x17" portrait orientation poster may be developed for each material stream that includes representative photos of acceptable materials on the top half and details acceptable materials by material type in the lower half. Another 8.5"x11" poster may be developed for each material stream that includes the only the representative photos and contact information for additional information.

- Ongoing Public Education & Outreach | Following the service commencement date and throughout the term of the Agreement(s), GreenWaste will maintain a strong presence and keep new and expanded service at the forefront of the minds of Customers throughout the Participating Agencies. Incorporating lessons learned during the pre- and post- transition phases, GreenWaste will evaluate the most beneficial and effective make-up and content of the ongoing materials to be distributed. As the program continues to develop, GreenWaste will continually seek ways to improve program effectiveness, make adjustments to ensure Customer and Participating Agencies' needs met and diversion goals are attained. Messaging will be coordinated with the Participating Agencies and focused on issues that need to be addressed in order to increase participation and achieve diversion.

  Collateral materials generated throughout the term of the Agreement(s) will exceed all Participating Agency requirements. At a minimum, the following ongoing collateral materials will be developed and distributed to Customers:

  - Residential Recycling Newsletter | Quarterly Residential Recycling Newsletters will be developed for Residential Customers and will be inserted with bills. Newsletters will include information on recycling and diversion programs, collection services, special waste handling tips, special event promotions, changes to collection services, timely and related announcements, seasonal recommendations on recycling and waste reduction, a section designed specifically for kids with fun-facts, activities and occasional contests, and other related information deemed appropriate and timely by the Participating Agencies. These newsletters will be printed on 11"x17" paper, folded for a finish size of 8.5"x11" and tri-folded to be inserted into bills.

  - Multi-Family Complex Recycling Newsletter | Quarterly Multi-Family Complex Recycling Newsletters will be developed and distributed to Multi-family Customers and will include information on available recycling and diversion programs, collection services, special waste handling tips, special event promotions, changes to collection services, timely and related announcements, seasonal recommendations on recycling and waste reduction, a section designed specifically for kids with fun-facts, activities and occasional contests, and other related information deemed appropriate and timely by the Participating Agencies. These newsletters will be printed on 11"x17" paper, folded for a finish size of 8.5"x11" and tri-folded either as self-mailers or bill inserts.

- Commercial Recycling Newsletter | Quarterly Commercial Recycling Newsletters will be developed and distributed to Commercial Customers and will include information on available recycling and diversion programs, new program promotions, collection services, special waste handling tips, changes to collection services, timely and related announcements, seasonal recommendations on recycling and waste reduction and other related information deemed appropriate and timely by the Participating Agencies. These newsletters will be printed on 11"x17" paper, folded for a finish size of 8.5"x11" and tri-folded either as self-mailers or bill inserts.

- Seasonal Program Notification Postcards | Quarterly Seasonal Notification Postcards will be developed and mailed directly to Residential, Multi-family and/or Commercial Service Recipients as needed, and ideally timed between the quarterly newsletters. At a minimum, these ¼-cut sheet Seasonal Program Notification Postcards will inform Customers of Halloween Pumpkin Collection, Holiday Tree Collection, Spring Cleaning and Fall Leaves and other seasonal program offerings.

- Services & Program Notifications | On an as-needed basis, these ⅓-cut sheet bill inserts will be developed and included in Customer invoices to provide notification to Customers of upcoming and timely information including rate increases, service day changes, approved service modifications, expanded materials accepted under the recycling and diversion program and other related information deemed appropriate and timely by the Participating Agencies.

- Non-Collection Notices | Non-collection Notices (NCNs) will also be developed as cart and/or door hangers for use by drivers when issues with contamination or improper set-out are encountered. The top ¾ of these NCNs will include information on the container and the reason(s) for non-collection and will provide information on contacting Customer Service. The bottom half of these NCNs will include a perforated detachable portion for the driver to retain that identifies the premise and the reason the container was not collected in order for the NCN to be entered into the Customer database at the end of the route.

- Collateral Distribution | Public education and outreach campaigns are most successful when outreach is conducted regularly to Customers and multiple sources are used to distribute information. GreenWaste will utilize different media outlets and direct outreach methods to disseminate information to Residential, Multi-family and Commercial Customers. In addition to the specific direct mailing and container distribution delivery mechanisms discussed above, GreenWaste may also print limited information directly on invoices and will also distribute outreach materials directly at community events, presentations and outreach events. GreenWaste may also print limited information directly on invoices and will post all collateral materials in Adobe Acrobat PDF format on the Participating Agencies' sections of the GreenWaste website.

  - Participating Agency Material Distribution | At the request of the Participating Agencies, GreenWaste may print and distribute Participating Agency-generated information related to its recycling and composting programs as bill inserts up to twice per year.

  - Paperless Billing Customers | Customers that have enrolled in GreenWaste's paperless billing program will receive all outreach materials digitally. All paperless billing Customers will receive the same outreach materials that have been previously reviewed and approved by the

County, on the same distribution schedule as those receiving materials via bill inserts and/or direct mailers. Customers enrolled in the paperless billing program will receive an email with the outreach material either imbedded in the body of the email or provided as an attachment. Any outreach materials developed by the Participating Agencies for distribution by GreenWaste will also be provided to paperless billing customers digitally on the same schedule as those receiving materials via bill inserts and/or direct mail.

- Website Development | Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the process for designing, populating and launching the section(s) of the GreenWaste website dedicated to each Participating Agency remains the same. GreenWaste has developed and designed a website that maintains the same look and feel as other collateral materials and is easy to navigate. GreenWaste has an in-house outreach team and Graphic Designer that are responsible for the development and maintenance of the website. Utilizing an in-house team allows GreenWaste the flexibility to make changes as necessary, usually within forty-eight (48) hours of a request.

  Prior to the commencement of services, GreenWaste will have developed and be prepared to launch a section of the GreenWaste website dedicated to each Participating Agency. Separate sections will be designated for the Residential, Multi-Family and Commercial sectors and each section will include information on new programs, services and additional resources available organized in the following format:

  - Area Home | Describes the collection services provided to each sector by material type and explains where each of the materials collected are processed or disposed.
  - Services Offered | Provides a comprehensive overview of services offered by sector including the sizes of containers available by material type, collection services available for extra materials, bulky item pick-ups, holiday trees, e-waste, used motor oil and oil filters and household batteries.
  - Online Bill Pay | Offers a secure online portal where Customers can view and/or pay bills, confirm collection day(s), review and add new services (additional pick-ups, bulky item collection, etc.)
  - Service Rates | Provides current rate schedules for all Residential, Multi-family and Commercial Customers by material type, container size and collection frequency. The rate schedule also includes rates for additional services.
  - Debris Box Rental | Describes debris box services provided by size and material type and allows Customers to request a quote, as appropriate.
  - Outreach & Education | Includes downloadable files of all outreach and educational materials produced and distributed and provides important links and contact information for GreenWaste and the Participating Agencies.

  Using the functionality of the eTower application (a subprogram to the Tower system), GreenWaste is also offering Customers the ability to view and pay invoices online, request a change in service, and view their personal service history. This system also allows all Customers to start, stop, or modify service. GreenWaste also offers a "Contact Us" option which allows Customers to submit questions, comments or concerns to GreenWaste via the website and sends an e-mail to Customer

Service that is responded to within one (1) business day. The website will track and record visitor logs and page visitation counts and the number of web-based bill payments per month, which will be included in regular reports. For additional information and representative examples of the information contained on the GreenWaste website, please refer to Section 9 | Attachments.

- AB341 Outreach Activities | Throughout GreenWaste's Public Education & Outreach Program, information will be disseminated to all Multi-family and Commercial Customers to assist the Participating Agencies with AB341 outreach compliance. By ensuring all outreach materials developed for Multi-family and Commercial Customers includes information on the requirements of AB 341, GreenWaste will relieve the Participating Agencies of the burden of the cost in developing and producing effective outreach materials to notify owners and managers of multi-family complexes and businesses of the regulations and expanded recycling options with GreenWaste as their new hauler.

Public Education & Outreach Team | GreenWaste will employ one (1) full-time Environmental Outreach Manager (EOM) and two (2) full-time Environmental Outreach Coordinators (EOCs) to develop and implement GreenWaste's Public Education and Outreach Program for Residential, Multi-family and Commercial Customers under this Base Services proposal. The EOM and the EOC will work with the Participating Agencies and to conduct outreach, promote waste reduction, recycling and diversion programs and provide technical assistance to qualifying Multi-family and Commercial Customers throughout the Monterey Peninsula Communities.

The GreenWaste EOM will have the following duties and responsibilities:

- ✓ *Serving as liaison with Participating Agencies and the Monterey Regional Waste Management District and participating in strategy development meetings related to source reduction, reuse, recycling and composting;*
- ✓ *Participating in community activities and offering support to local service organizations;*
- ✓ *Developing and maintaining relationships with the media, drafting press releases as appropriate; and,*
- ✓ *Ensuring customer satisfaction with services and compliance with the Agreement(s).*

The GreenWaste EOCs will have the following duties and responsibilities:

- ✓ *Attending, events and meetings in the community to promote recycling and diversion programs;*
- ✓ *Assisting with the development and distribution of educational and outreach materials;*
- ✓ *Developing a thorough understanding of the history and challenges in managing solid waste and increasing recycling and diversion efforts;*
- ✓ *Identifying recurring contamination issues and proposing solutions;*
- ✓ *Participating in educational and Participating Agency-sponsored activities as well as workshops, civic and business group meetings, and other community events;*
- ✓ *Providing tours of processing facilities, as appropriate;*
- ✓ *Creating environmental awareness and promoting recycling throughout the community; and,*
- ✓ *Providing technical assistance to Multi-family and Commercial Service Recipients to comply with AB 341 by conducting site surveys to right-size containers and collection frequency and making recommendations to increase participation and reduce contamination.*

For additional information on the Environmental Outreach Manager and the Environmental Outreach Coordinator job duties and responsibilities, please refer to Section 1.D | Key Personnel.

Technical Assistance | GreenWaste has also envisioned and developed a comprehensive and innovative approach to the provision of technical assistance to Commercial and Multi-Family Customers as part of its Base Service Public Education & Outreach Program. Depending on whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the *level* of technical assistance provided will differ vastly; however, *approach* to the provision of technical assistance will remain the same. GreenWaste will provide annual direct and targeted technical assistance to each Multi-family and Commercial Customer in the Participating Agencies' jurisdictions that meet the threshold requirements for AB 341 mandatory commercial recycling guidelines. GreenWaste will also prepare and submit reports to the Participating Agencies documenting the Customers targeted quarterly, the existing service levels, recommendations made and the outcome of the technical assistance provided.

- The GreenWaste Approach | Leading up to the commencement of services, GreenWaste will evaluate qualifying Customer subscription data and begin to identify the Customers with the greatest opportunities for early adoption to the new recycling and diversion programs. While some qualifying Multi-family and Commercial Customers may already have sufficient capacity for Recyclable Materials relative to their Solid Waste capacity subscription, other Customers may not even have collection services for Recyclable Materials. Acknowledging that every qualifying Multi-family and Commercial Customer will be touched annually, GreenWaste will prioritize Customers with significant recycling opportunities based on their garbage subscription volumes relative to recyclable materials volumes. It is GreenWaste's goal to have the total Solid Waste subscription volume across Multi-family and Commercial sectors decreased significantly by the end of the first year of services.

  GreenWaste recognizes that each qualifying Multi-family Customer and Commercial Customer presents a unique set of challenges, requiring both flexibility and uniformity in approach to ensure for success. Further, the very nature of the Multi-family and Commercial sectors increases the challenges with making contact with the decision-makers initially; the person with whom contact is first made is not often the person who has the authority to make decisions and may not even have information relative to the Customer's subscription volumes and associated costs. In order to overcome these obstacles, GreenWaste will then make initial contact with Customers, begin to introduce GreenWaste's new and expanded services and seek to make contact with the decision-maker.

- Recycling Opportunity Waste Assessments | GreenWaste's EOCs will offer initial recycling opportunity waste assessments when Customer contact is first made. If the Customer is ready and willing to combine this initial service with a waste assessment, the EOC will conduct the initial waste assessment. If the Customer is not ready to have an initial waste assessment conducted, the EOC will provide educational materials and encouragement to begin thinking about adopting waste prevention techniques and identifying existing opportunities within current subscription levels to improve recycling. Below are the activities to be conducted during initial contact and or initial waste assessments:

  - ✓ *Provide overview of the new and expanded service options;*

- ✓ *Provide educational information on new programs and AB341 compliance;*
- ✓ *Identify major points of generation and waste stream components;*
- ✓ *Promote internal and external diversion within existing system;*
- ✓ *Discuss current level adequacy and suggest service level changes;*
- ✓ *Offer suggestions for improved signage and labeling;*
- ✓ *Coordinate customer service, billing, and operations to request service changes; and,*
- ✓ *Provide follow-up technical assistance and troubleshooting as appropriate.*

The goal of the initial Recycling Opportunity Waste Assessments is to properly identify the specific needs, challenges and resources of each multi-family complex and business that will in turn drive program design. Based on this evaluation, recommendations can then be made to increase recycling and diversion program participation in a way that most effectively meets the needs of the unique individual complex or business, by promoting the use of uniform recycling containers and educational materials in support of program continuity. Ultimately, GreenWaste will seek to conduct a complete assessment and evaluation of the Customer in order to make recommendations for the size, placement and labeling of containers, and advise Customers on how to integrate program goals into ongoing operations and infrastructure improvements, ultimately affecting behavioral change.

- Ongoing & Follow-up Waste Assessments | GreenWaste is committed to proactively and continually work with qualifying Multi-family and Commercial Customers to adjust the relative levels of their Recyclable Material, Solid Waste and/or Organics services to achieve their highest diversion potential. To this end, GreenWaste will enthusiastically offer different types of waste assessments throughout the term of the Agreement(s), with each assessment building on the former and striving to achieve deeper and more significant diversion results. These ongoing and follow-up assessments include evaluation of the general composition of the waste stream and providing customized diversion assistance for eligible Multi-family and Commercial Customers. This level of individualized Customer attention is unique within the solid waste management industry, yet essential to achieving the Participating Agencies' ambitious and aggressive diversion goals. GreenWaste's ongoing and follow-up waste assessment strategy is in line with zero waste industry best management practices and includes attention to both internal as well as external waste management needs. In addition to the activities outlined in the Initial Recycling Opportunity Waste Assessments described above, these Ongoing & Follow-up Recycling Opportunity Waste Assessment Services also include:

  - ✓ *Performing a complete walk-through of each facility/complex;*
  - ✓ *Identifying areas of generation and collection;*
  - ✓ *Noting areas for improved infrastructure, placement or educational materials;*
  - ✓ *View and discuss current site and/or facility layout (internal & external);*
  - ✓ *Identifying major components of the waste stream by location;*
  - ✓ *Identify special wastes or source separated material potentials;*
  - ✓ *Make waste reduction and contamination prevention recommendations ;*
  - ✓ *Making modification recommendations for service level or frequency; and,*
  - ✓ *Coordinating with customer service and operations to implement service level changes.*

- Service Changes & Coordination | GreenWaste places great value on complete service integration, from the moment materials are discarded to the final point of separation and subsequent marketing of materials recovered at the MRF. The goal of this type and level of

collaboration is to form a strong and timely feedback loop so that successes in outreach, collections and processing and any associated challenges or obstacles are identified and communicated immediately. By providing timely communications, any and all successes and solutions to unique or common challenges may be immediately implemented. For example, if there is a recurring issue of contamination with a particular material at the Approved Processing or Disposal Facility, that information can be tracked from the processing line staff back to the tipping floor, by the drivers from the vehicles back to the routes and finally from the routes back to the customer(s).

When the GreenWaste EOC makes a recommendation for a service level change that is approved by the Customer, it is critical that the operations staff participate in the review and approval of the service level change including sizing, frequency, collection day(s) and timing for the change. In order to ensure the highest level of Customer service and satisfaction, the Customer, the EOC recommending the change and operations must all be on the same page. If, for example, the operations team does not receive the service change request, it may be that the bin/cart has been delivered, but the driver is unaware of the new service stop, creating a missed pick-up, and forcing operations to scramble to get commodity picked up.

To ensure there is no disruption to the Customer and service changes occur in a timely manner (within five or fewer business days), GreenWaste has established a process to submit the Customer-approved request. Once a Customer agrees to the new or modified service, the EOC will submit a service change order to Customer Service and provide a copy to the GreenWaste operations supervisor - with delivery date and new start date for services included. Operations then makes sure new containers are delivered and routes and/or pick-ups modified and Customer Service makes changes in the billing system to ensure the Commercial customer is accurately billed for the service change beginning on the new date of service. Finally, once the work order has been completed by operations, the EOC and Customer Service are notified. Coordination on the delivery date for new containers is also a crucial step in the process, and another opportunity for the EOC and operations to coordinate efforts. The most effective timing for the delivery of new containers is on the same day of regular collection service. When these steps are well coordinated, the success rate of the program increases significantly - the contamination levels are reduced, diversion is increased and Customers are happy.

Just as the Outreach Team must be fully integrated with collection operations and the Approved Processing or Disposal Facilities, the Team will also be fully integrated and coordinated with the Customer Service and Billing Staff. Any and all service change recommendations that are made by EOCs will ultimately be handled by Customer Service for input into Tower. Once the EOC completes a service change request, it will be submitted to operations for review and approval. Approved change orders will be input into Tower and a work order will be generated and provided to operations to complete. Completed work orders are provided back to Dispatch to close the work order. Once the work order is closed, the new service level and date of change will be attached to the customer profile and included in the Commercial customer's next invoice. If for some reason a Customer is billed for a service change that has not been initiated or a service change is initiated but not billed, it is the responsibility of the EOC to work with Customer Service and Billing to make necessary changes to ensure billing reflects accurate service levels. The EOC will be responsible

for contacting Customers in the event of billing adjustments made as a result of a service level change request. Ensuring Customer satisfaction with GreenWaste services is of the utmost importance - this is demonstrated by GreenWaste's provision of this level of comprehensive and coordinated service to each and every Customer serviced.

In addition to the technical assistance program activities under this Base Services proposal, GreenWaste has also designed an Expanded Public Education and Outreach Program for transitional as well as ongoing activities. For a complete and detailed description on GreenWaste's Expanded Public Education and Outreach Program offerings, please refer to Section 3.D | Expanded Public Education and Outreach.

Services to Public Schools | GreenWaste understands Public Education & Outreach to Public Schools is not a requirement of the Base Services Proposal; however, GreenWaste is committed to educating and investing in future generations in a focused and purposeful effort to instill in them the knowledge, tools, and resources to make environmental sustainability and resource conservation an engrained and habitual part of living on this earth. To inspire environmental stewardship in future generations, GreenWaste's Public Education and Outreach Program includes an environmental education piece that recognizes the powerful role that schools play in promoting awareness and fostering an environmental agenda within local communities. Waste reduction and recycling education can inspire students to become recycling ambassadors who will carry home lessons learned, and eventually become environmentally minded adults with great influence in their community.

GreenWaste has dedicated significant resources to the development of educational materials geared at younger audiences. GreenWaste's Residential and Multi-family newsletters include a "green kids" section with different themes and seasonal activities relating to recycling and waste reduction. The stars of GreenWaste's "green kids" section of its newsletters, and the role-model characters in GreenWaste's 20-page full size coloring and activity book "Color the Earth Green," are superhero "Captain GreenWaste" and his sidekick bulldog "Recovery." The *"Color the Earth Green"* activity book includes a two-page educational comic strip and a range of different coloring and educational activities geared toward children of different age ranges. GreenWaste includes tailored outreach, education, and equipment demonstrations to K-12 schools and has developed kid-friendly recycling posters using materials that are often found in classrooms and cafeterias.

GreenWaste also participated in the filming of an episode for Curiosity Quest, a family-oriented, environmentally conscious and upbeat educational program as part of their "*Curiosity Quest Goes Green*" series, involving participation from the younger audience. The episode focused on the GreenWaste Material Recovery Facility (MRF) in San Jose and explained the processes, operations, and importance of recycling and diverting resources away from landfills. GreenWaste will provide schools and teachers with copies of the Curiosity Quest video for use in classrooms upon request and intend to make the video accessible through the Participating Agency portions of the GreenWaste website.

Community Service | GreenWaste also firmly believes in being a strong community citizen by becoming an integral part and giving back to communities. In addition to focusing on educating and providing support to the Customers and schools through education, outreach and technical assistance programs, GreenWaste also strives to maintain active involvement in and offer support to community groups, youth groups, business associations and non-profit charitable organizations. GreenWaste staff participate in numerous

community organizations and Chambers throughout its service areas in addition to supporting many charitable causes. In the City of Palo Alto, for example, GreenWaste is an annual sponsor for large city events including Earth Day, July 4th Chili Cook-off, Farmers Markets, Little League events, and Marathons. While by no means an all-inclusive list, during the past few years, GreenWaste has sponsored the following events and charities:

- ✓ *"Santa Visits Alviso" Annual Holiday Program;*
- ✓ *San Jose's Downtown Ice;*
- ✓ *Applied Materials Silicon Valley Turkey Trot;*
- ✓ *Pumpkins in the Park - San Jose Friends of Guadalupe River Park & Gardens;*
- ✓ *Almaden Valley Art & Wine Festival in San Jose;*
- ✓ *SJSU Blue & Gold Go Green Expo Day;*
- ✓ *San Jose Bark in the Park;*
- ✓ *Emma Prusch Harvest Fair and Exposition in San Jose;*
- ✓ *San Martin Neighborhood Annual Custom & Classic Car Show;*
- ✓ *San Jose Jazz Festival & San Jose Salsa Festival;*
- ✓ *Scotts Valley Music in the Park;*
- ✓ *San Jose Festival in the Park;*
- ✓ *Los Altos Hills Annual Town Picnic;*
- ✓ *Bay Area Schools Environmental Conference;*
- ✓ *Spring in Guadalupe Gardens - San Jose Friends of Guadalupe River Parks & Gardens;*
- ✓ *Willow Glen Senior Center Composting Workshops and Bin Sale & Compost Give-Away;*
- ✓ *Los Altos Hills Earth Day Celebration;*
- ✓ *Portola Valley Earth Day Fair;*
- ✓ *Greenlight Organic Go Green St. Patrick's Day 5k/10k Run at Vasona Park in Los Gatos; and,*
- ✓ *Willow Glen Middle and High School's Performing Arts' Crab Feast Fundraiser.*

GreenWaste is committed to provide the same level of support and community engagement throughout the Monterey Peninsula Communities. GreenWaste will actively pursue opportunities to participate in community and educational events including staffing booths and displays, participating in one-time, annual and recurring events, making direct and/or in-kind sponsorships and ensuring special events throughout the Participating Agencies are well poised to reduce the amount of waste sent to landfill. GreenWaste is also committed to its existing partnership with the Central Coast Recycling Media Coalition and will provide additional annual funding on behalf of the Participating Agencies in an amount of $25,000.

For a complete and detailed description on GreenWaste's Expanded Public Education and Outreach Program offerings, please refer to Section 3.D | Expanded Public Education and Outreach.

2.D Customer Service

GreenWaste believes that the most critical interaction is that with customers. While drivers are the face of an organization in the field, the Customer Service Representatives (CSRs) on the phone are the main point of contact with the majority of customers. By investing in the technical infrastructure to provide CSRs with the appropriate tools to do their job, GreenWaste consistently provides superior customer service.

Customer Service for the Participating Agencies will be handled at the facility being built at the Marina Landfill and staffed with 1 supervisor and 4 agents in the event GreenWaste handles all accounts for the Participating Agencies. Utilizing GreenWaste's Mitel phone solution, the queue for the Participating Agencies will also be linked to GreenWaste's Corporate Offices, located at 1500 Berger Drive in San Jose. Currently GreenWaste handles Customer Service for over 10 jurisdictions encompassing service for over 250,000 accounts at this facility and will train and utilize these CSRs as back up for overflow calls. In the event GreenWaste is awarded fewer than 7,500 households, Customer Service for the Participating Agencies will be combined with Customer Service for Santa Cruz County.

With over 20 years of experience in providing exemplary Customer Service, GreenWaste has identified a core set of values relating to the Customer Experience:

- ✓ *Listen with empathy to all customer issues;*
- ✓ *Ask relevant questions to understand the purpose of the customer's call;*
- ✓ *Do things right the first time;*
- ✓ *Offer realistic solutions to all problems; and,*
- ✓ *Confirm the customer is satisfied with the solutions presented by the CSR and follow up with the customer if necessary.*

By following these core values, GreenWaste consistently maintains an environment where team members are both empowered and encouraged to make decisions, creating a minimal need for call backs. By ensuring that team members follow these values, GreenWaste consistently reports hold times well under 30 seconds.

Customer Service Staffing | By analyzing historical trends captured by the Automatic Call Distribution Center, GreenWaste is able to accurately project how many calls will be received per hundred residents. GreenWaste has determined that within current jurisdictions one CSR per 7,500 households is appropriate to ensure adequate coverage and to retain wait times less than 30 seconds. CSRs will be available from 7:00 AM – 6:00 PM, Monday through Friday, and there will always be staffing in the office when collection vehicles are in the field on a weekend following a holiday. The GreenWaste call center will be reached through both local telephones numbers and toll free numbers. Calls received between 6:00 PM and 7:00 AM or on weekend will be offered the opportunity to leave a message. All messages will be returned the following business day. GreenWaste also has a 24 hour hotline that reaches the General Manager in case of emergency. All employment offers for CSRs will be strictly based on GreenWaste's employee selection requirements and bilingual employees that can read/write and speak Spanish will be recruited and hired whenever possible.

With this ratio of CSRs to customers, GreenWaste finds a targeted call volume ratio of approximately sixty (60) calls per day per CSR is met. By allotting approximately seven and a half (7.5) minutes per call, CSR's

have enough time to appropriately listen to a customer, analyze the customer's issue, and propose a solution, all while fully documenting the details of the call and meeting GreenWaste's core values.

Training | Training for the Customer Service Supervisor will be handled by the Customer Service Management Team at GreenWaste's Corporate Call Center. By the end of the initial training period, the Supervisor will be able to demonstrate the ability to thoroughly use the software and telephone systems, understand operational aspects of material collection and processing, and embrace and embody GreenWaste's core values and beliefs relating to both customer service and employee satisfaction. During the initial training, a tailored "cheat sheet" will be developed for CSRs to solve the most commonly asked questions. Once the Supervisor has finalized training, they will begin training the CSRs at the Marina location.

The first stage of the training program is the same for all employees – Orientation. During this period, all new staff is taught the GreenWaste Policies, Procedures and Philosophies. This is completed in the first few days of employment when all new hire paperwork is completed and the GreenWaste Employee Handbook is distributed and discussed. GreenWaste believes all employees can excel at their positions when they have a thorough understanding of all aspects of the company.

The second and more technical portion of CSR training is geared towards understanding the technical aspects of the position. Initially, the CSRs will be trained in the use of GreenWaste's data management system, Tower. This training includes: navigation within the system; starting and stopping service; adding, deleting and adjusting service levels; adding, deleting and adjusting routing; inputting comments to a customer's account; and verifying and adjusting any billing discrepancies. GreenWaste will set up a fully functioning training version of the Participating Agencies' database to allow the CSRs to train on data that is as realistic as possible.

Next, the CSRs are trained on the appropriate use of GreenWaste's Mitel phone system. GreenWaste is in the process of installing this system to increase the stability of telecom operations while adding many new features. GreenWaste's goal in making this capital investment is to improve the Customer Experience – both overtly and covertly.

Exciting new features that will be introduced with the Mitel system include the ability to have an Instant Messaging queue where Customers will be able to start a live chat with a CSR from the GreenWaste website. Messages will be queued up similarly to phone calls so that multiple methods of communication can be handled simultaneously. In addition, the Mitel call system will record all queue calls, allowing CSRs and Management to review all calls connected through the phone system to help clarify any questions about a conversation.

Finally, the CSRs are trained to work with the operations dispatch team. Dispatchers have live contact with all drivers throughout the day. In the instance a driver has a question about service levels, issues with contamination or improper set-outs, drivers will input the information directly into their FleetMind computer system in their vehicle. This information, as well as all collection verifications, is sent to the Tower database throughout the day, and is almost instantly visible to the CSRs. Please refer to upcoming Section 2.H | Existing Management and Customer Service Systems for a detailed description of the FleetMind computer system. In the event of a large instance, the driver may also contact the Dispatch Queue to speak with one of the dispatchers about the issue and to get guidance. This ensures that information is available for the CSRs as quickly as possible, allowing the CSRs to research and solve any issues quickly. In the event the

CSR has a question for a driver, all CSRs are equipped with radios to allow direct contact with drivers.

After the technical portion of training is complete, the third stage of CSR training begins. Learning the logistics and nuances of collection and processing operations is critical. In this manner, CSRs can not only answer customer questions, but also understand why certain services are offered and how decisions are made. CSRs will participate in a comprehensive tour of GreenWaste's facilities, as well as a ride-along with drivers, allowing new employees to understand the issues that can arise in the field and the value of communication between departments.

The Customer Service Supervisor will then review the CSR's comprehension of the "cheat sheet" created specifically for the Participating Agencies. A complete understanding of this information allows the CSR to prepare for and respond to frequently asked questions from customers. The Customer Service Supervisor asks them common questions and gauges their responses using the basic service skills on which GreenWaste's customer service philosophy is based. Once they are confident in the CSR's ability to answer common questions, the CSRs then begins to answer phone calls while the trainer listens in. By actively listening to the phone calls, the trainer is able to constructively coach and critique the CSRs on best practices in answering customer's questions and ensuring proper responses.

Customer Service Operations | Upon receipt of a call, the CSR opens the conversation with a standardized greeting that includes GreenWaste, their name and an offer to assist. CSRs are trained to fully listen to the customer's request, asking clarifying questions as appropriate, and then repeating the pertinent details back to the customer. Once the CSR has verified that they completely understand the nature of the issue, they propose a solution to the issue. Once the issue has been resolved to the customer's satisfaction, the CSR then inputs all pertinent details into Tower.

To assist CSRs in entering customer interaction data in a timely manner, GreenWaste sets default comments in Tower for commonly used phrases and remarks, giving CSRs a starting place while also allowing them to customize comments for an individual situation. By utilizing a standardized title for comments, it allows reports to be produced for specific issues experienced upon request, filtered out by specific type of service issue.

Tower is designed to:

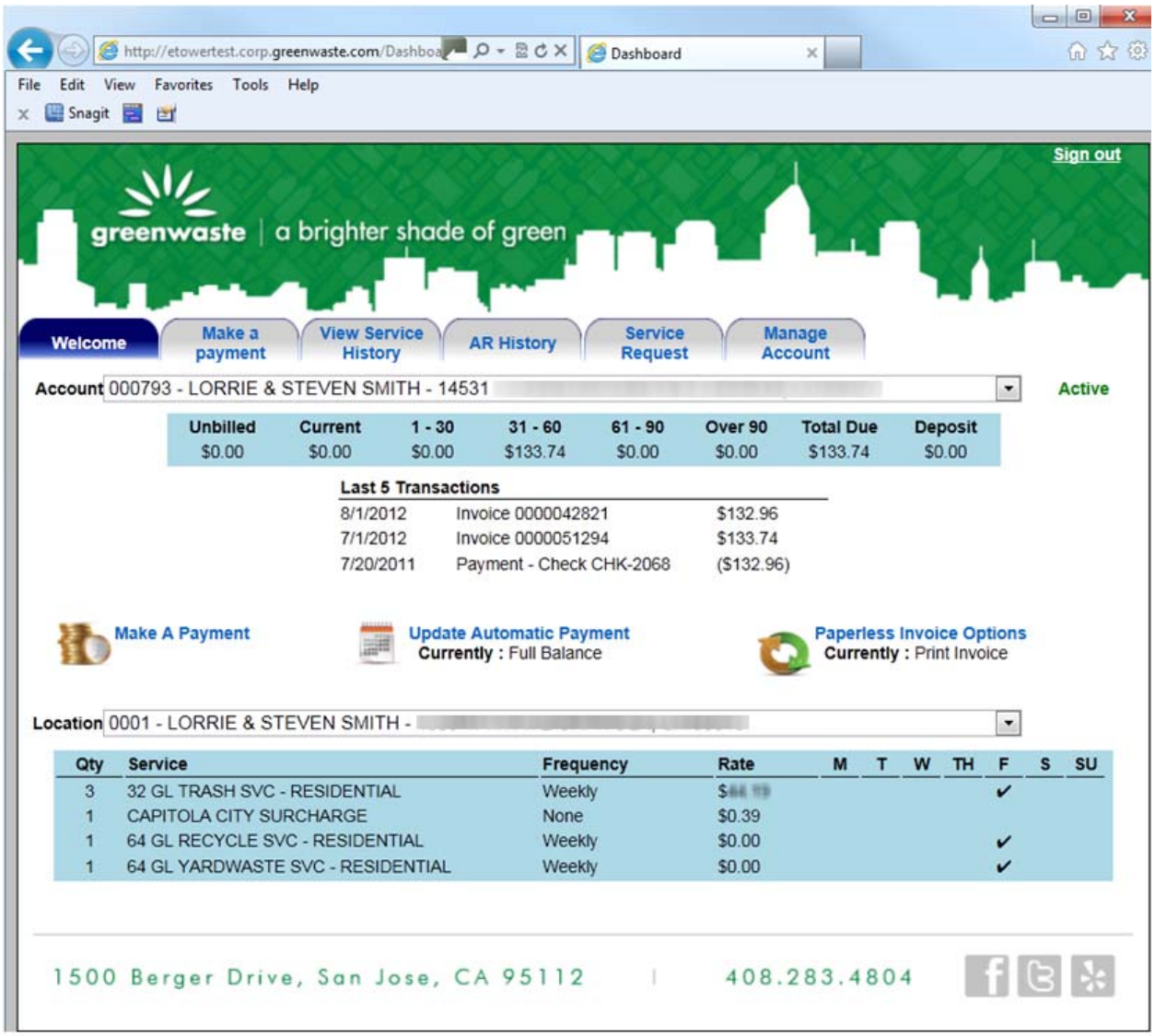
- ✓ *Track and maintain all customer accounts, which includes customer complaints, missed pick-ups, level of service and collection day;*
- ✓ *Accurately verify corporate, service and billing addresses;*
- ✓ *Prorate accounts, positively or negatively, based on the start or stop of an account;*
- ✓ *Actively maintain and audit both permanent and on-call routes; and*
- ✓ *Track all customer interactions.*

Though all customer interactions will differ, most will generally involve the following steps:

- ✓ *Determine who is calling and what their issue is;*
- ✓ *Ask clarifying questions to ensure that the problem being solved is the customer's real issue;*
- ✓ *Contact the route driver if the issue is the result of a route based problem;*
- ✓ *Determine if the issue can be solved in the remaining part of the collection day;*
- ✓ *Offer additional solutions to ensure the customer is satisfied;*
- ✓ *Agree on a solution and input the problem and solution into Tower;*

- ✓ *As necessary, issue a work order to send to the driver.*

Online Access | By utilizing the Tower software system, GreenWaste has harnessed the power of the on-line portal "eTower." After initially setting up their personal account, eTower allows customers to handle most tasks that traditionally took a telephone call. Customers with multiple locations (for example property managers) will be able to create an account that handles all of their properties at once. The customer will be able to request changes in service, schedule additional pick-ups and sign-up for paperless billing, as shown in the eTower screenshot below.



Messages will be sent to the Customer Service Supervisor who will be responsible for contacting the customer (as necessary) or simply approving work orders. In addition, customers will be able to set up multiple payment options, including both one time and recurring payments, through the secured on-line system. All of GreenWaste's online options, including the eTower system, are accessed through GreenWaste's web site (www.greenwaste.com). Customers will also have the opportunity to send a request

to the Customer Service Manager using the Service Request tab or directly from the GreenWaste website. Included in Section 9 | Attachments are examples of area-specific website sections.

Agency Access | GreenWaste's Tower system has been designed to function in a multi-office environment. This design allows access from both inside and outside GreenWaste's corporate network. Utilizing a PPTP VPN connection, authorized users are able to access an internal GreenWaste server and run the Tower application. Security protocols within Tower allow for access to be allowed or denied to each separate area, and also allow for a "Read Only" option. Utilizing this technology, the County of Santa Cruz is currently able to view their data. By allowing access to only their specific area of concern, data from other jurisdictions is not visible and remains secure.

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2.E Billing

While Billing is traditionally seen as an accounting feature, GreenWaste believes that billing really starts and ends with the Customer Service team. CSRs start all accounts, retrieve customer, site and billing information (if different), add in and quote pricing for all services, and assign the appropriate billing cycle. Any changes to an account in the middle of a billing period are recorded and automatically prorated by the Tower operating system.

As part of GreenWaste's commitment to being green, we encourage both electronic billing and automatic payments from customers. In order to accomplish this, during the setup of an account, CSRs explain the invoicing options that GreenWaste offers:

- ✓ *Traditional paper invoicing;*
- ✓ *Electronic invoicing via PDF of the invoice;*
- ✓ *Electronic invoicing with a link to the Customer's eTower account;*
- ✓ *Both a PDF invoice and a paper invoice; or,*
- ✓ *Both a paper invoice and a link to the Customer's eTower account.*

The first three options are also available for customers through the Customer's eTower portal. The final two options are internal only and are used in rare cases where a hard invoice may need to go to a site while the invoice also needs to go to a corporate accounting department, and are traditionally not offered except in rare instances.

As part of this green initiative, GreenWaste also collects as many email addresses from customers as possible. These emails allow eTower to send the electronic invoices, as well as give the opportunity to create a database of all customer accounts. GreenWaste does not sell, market or distribute any email addresses that are collected.

All Participating Agencies will follow the same general billing protocol for Commercial and centrally invoiced Multi-Family Dwellings that GreenWaste has successfully implemented in most service areas. All of these accounts will be invoiced on a monthly basis in arrears for all services rendered. Invoices will be due at the end of the month the billing is generated.

Residential customers will be billed quarterly in advance for all services. Invoicing will be completed not earlier than the first date of the quarter and will be due in full at the end of the month the invoice is generated. In the Pebble Beach CSD this quarterly invoicing will be completed for any services other than "basic services" as is the current procedure. The Pebble Beach CSD will add the costs of the basic services to the Tax Rolls of the homeowners in this service area. Payment to GreenWaste will be due on the first day of each calendar quarter for the preceding quarter's basic services. A sample invoice is included in Section 9 | Attachments.

Currently GreenWaste invoices the following jurisdiction on the attached schedule:

Service Area	Residential Billing Cycle	Number of Invoiced Residential Accounts	Commerical Billing Cycle	Number of Invoiced Commerical Accounts	Contact Person	Contact Number
Woodside	Quarterly	2,479	Monthly Arrears	59	Kevin Bryant	650-851-6790
Portola Valley	Quarterly	1,643	Monthly Arrears	37	Brandi de Garmeaux	650-851-1700 x. 222
Los Altos Hills	Quarterly	2,843	Monthly Arrears	15	Richard Lee	650-947-2512
Burbank	Bi-Monthly	934	Monthly Arrears	74	Steve Machida	408-253-7863
Santa Clara County Dist. 3a	Bi-Monthly	1,193	Monthly Arrears	35	Clifton Chew	408-282-3167
Santa Clara County Dist. 2	Bi-Monthly	4,364	Monthly Arrears	245	Elizabeth Constantino	408-282-3165
Santa Cruz County	Quarterly	34,470	Monthly Arrears	1,204	Tim Goncharoff	831-454-2160
Capitola	Quarterly	2,214	Monthly Arrears	320	Lisa Murphy	831-475-7300
Scotts Valley	Quarterly	3,076	Monthly Arrears	255	Scott Hamby	831-440-5600
Palo Alto	City Invoiced	N/A	City Invoiced	N/A	Paula Borges	650-496-5914
CSUMB	Monthly	Central Bill	Monthly	Central Bill	Anya Spear	831-332-0865

The flexibility of the Tower system allows for alterations in the billing cycles for different areas and allows GreenWaste the ability to tailor fit billing to each jurisdiction it services. Since Tower is an integrated system handling Customer Service, routing and billing, as customers start and stop services Tower is able to immediately pro-rate accounts allowing CSRs and customers immediate access to remaining balances on accounts.

While generating invoices is a critical piece of the billing system, collecting outstanding balances is also important in maintaining a healthy relationship with the Participating Agencies. GreenWaste understands that the collection of these outstanding balances affects not only the company but also the jurisdiction in the form of franchise fees.

GreenWaste's proven collection methodology helps with maintaining accounts in good standing. Utilizing Tower's flexibility in generating messages, GreenWaste is able to target accounts at different periods with increasingly direct Dunning messages. In general, Dunning messages will follow this general pattern:

- Past Due: "Reminder, your account is past due. Past due charges not paid may lead to late charges or disruption in your service."
- 30 Days Past Due: "Your account is currently delinquent and payment in full is due immediately to avoid a disruption in service."
- 60 Days Past Due: "Your account is delinquent. To avoid a disruption in your service, please pay your balance in full."

- 90 Days Past Due: "SHUT OFF NOTICE! Your account is in danger of being cancelled for lack of payment. Accounts not paid in full by the end of this month will be cancelled, sent to an outside collections agency and reported to {Participating Agency}."

GreenWaste will contact all accounts that are past due every 30 days to remind them of their obligation. Prior to any discontinuation of service, GreenWaste will also make every effort to contact the customer via phone and e-mail (if applicable.)

During start up, as well as during all peak call periods, GreenWaste has established procedures to allow for additional staff to help with the Customer Service Queues. GreenWaste's Mitel phone system allows for "flowing" of calls between queues. During peak periods if any queue is full after an established waiting period calls will move from one queue to the next to ensure GreenWaste is answering all calls as promptly as possible. For example, during peak billing periods GreenWaste's Customer Service queue may receive more calls than agents. When the queue is full, the next calls will flow to the Collections queue where a Collections agent will be able to assist the customer. All agents who may potentially answer calls from an individual queue will undergo full training on how to respond to queries in that queue. Calls will always be prioritized to their main queue with other agents filling a support role as necessary.

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2.G Subcontractors

GreenWaste will enter into agreement with a trucking company, to be determined, to provide transportation of recyclable materials from the MRWMD to the GreenWaste MRF in San Jose for processing and marketing. Additionally, upon award of contract, GreenWaste will subcontract with a local pressure-washing/steam-cleaning company and portable toilet service to fulfill the Carmel-specific service requirements.

Below are the required approved facilities as specified in the RFP as well as subcontractors, which GreenWaste will utilize for the listed services.

Approved Facility or Subcontractor	Services
MRWMD	✓ Solid Waste Disposal ✓ C&D Processing / Recycling ✓ Composting ✓ Last Chance Mercantile ✓ Material Recovery Facility (Transfer Station) ✓ Household Hazardous Waste Disposal
Marina SmartFerm	✓ Anaerobic Digestion
Jim Friebel Trucking, Inc., HCA Management, Inc., Keith Day Company, or alternative	✓ Transportation of Recyclable Materials from MRWMD to GreenWaste MRF in San Jose
Monterey Bay Window Cleaning Company, or alternative	✓ Pressure-Washing / Steam-Cleaning Services to Carmel
United Site Services, or alternative	✓ Portable Toilet Services to Carmel
The Offset Project	Section 3.D Expanded Public Education and Outreach ✓ Outreach, Education , Technical Assistance, Training and Fee-for-Service Program Upgrades (*ongoing*)

Fostering Successful Working Relationships

GreenWaste has sustained a successful working relationship with the MRWMD since June of 2007. GreenWaste transports solid waste and residuals from its Material Recovery Facility (MRF) in San Jose as well as from its collection operations out of its facility in Watsonville to the MRWMD for disposal.

Additionally, GreenWaste is 50% owner of ZWEDC, which is a member company of ZWE, the owner and operator of the Marina SmartFerm Anaerobic Digestion Facility, built at the MRWMD in 2012. ZWE holds the exclusive license to the technology behind the Marina SmartFerm.

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2.H Existing Management and Customer Service Systems

GreenWaste is currently in the process of updating many of the systems that are being used to handle customer service interactions. While GreenWaste was able to provide exceptional customer service with existing infrastructure, it has been determined that modernizing the systems in place will only benefit both GreenWaste and the jurisdictions it serves.

Information System | GreenWaste is currently in the process of installing PC Scale Tower to handle the customer service, routing and billing functions of the company. This system has been in place in Santa Cruz County, the City of Capitola and the City of Scotts Valley since September 2012. The system has also been rolled out for the Town of Portola Valley, Town of Woodside, City of Los Altos Hills and all San Jose based commercial business. By putting the Tower system in place, GreenWaste has been able to build a comprehensive database that will allow customers to set up online accounts allowing them to see their personal accounts on a daily basis. It is anticipated that prior to July 2014, all of GreenWaste's customers will be on the Tower database.

The Tower database is set up to handle the common calls that can be expected in the recycling industry. The database is also customizable to allow tracking of additional performance measures that a jurisdiction may want to follow. Some of the items GreenWaste has default note types for include:

- ✓ *Billing Inquiries*
- ✓ *Customer Compliments*
- ✓ *Customer Complaints*
- ✓ *Damages and/or accident reports*
- ✓ *Driver Comments*
- ✓ *Same Day Inquiries*

By keeping the comments in specified buckets, GreenWaste is able to easily report on whichever area it wishes. In addition, Tower has the ability to allow for Read Only Access to certain sections, which can allow the jurisdictions to access and report from the GreenWaste database. This feature is currently being utilized by the County of Santa Cruz.

Telecom System | GreenWaste is also undergoing an upgrade to its telecom system. On August 23, 2013, GreenWaste started using its new, state-of-the-art Mitel phone system. After much research, GreenWaste decided that partnering with Mitel allowed for a great deal of flexibility in connecting current offices and new facilities. The system is designed to allow for modular flexibility, including allowing the ability to connect to the phone system from any internet port, even those not on a GreenWaste site. While GreenWaste does not anticipate using this feature on a regular basis, in the event of a catastrophic event at our offices, we can rapidly deploy telephones and rebuild a customer service department within hours.

Upon award of a contract for more than 7,500 households, GreenWaste will incorporate a new call center to handle the Participating Agencies located at the facility being constructed at the MRWMD. While this facility will be a stand-alone facility, GreenWaste will have the ability to answer calls from the San Jose facility and will be able to monitor performance metrics as well. Currently, GreenWaste handles most jurisdictions from the San Jose office, and also has a stand-alone facility in Palo Alto handling the calls for GreenWaste of Palo Alto.

Integrated Systems | With Customer Service Representatives (CSRs) as the "voice" of the company, the tasks they take on have an effect on all areas of GreenWaste's business, including Billing, Collection and Outreach. When CSRs input information into Tower, their actions will adjust billing, create work orders to send drivers, and track inquires to direct Outreach. Inside of each Customer record, all data items needed for the ongoing operation of GreenWaste are held, including:

- ✓ *Names;*
- ✓ *Addresses;*
- ✓ *Service Levels;*
- ✓ *Routing Information; and,*
- ✓ *Accounts Receivable (as seen below).*

Customer Information / Services

greenwaste | a brighter shade of green

009829 - 0001 **Commercial Crossing, Santa Cruz, CA 950651702**

Service

Site Status	Active Pickup
Service Area	Santa Cruz
Company ID	SCC
Access	ENCLOSURE , LOCKED
Geocoded	Yes

Sales

Customer Since	6/1/2007
Salesperson	HOUSE - House Account
Sales Lead	CALLIN

Contact

Customer Phone:	(650) 934-
Billing Phone:	(650) 934-
Site Phone:	(831) 458-

Inventory

Qty	Equipment	Serial Number
1	02FL-REC	
1	03FL-TR	

Service effective on Tuesday , August 6, 2013

Service Code	Frequency	Week	Rate	Rate Period	Qty	Temp	Mon	Tue	Wed	Thu	Fri	Sat	Sun	On Call
02FLREC	2 times per week	None	0.00	Per month	1	N		SCC14 (67)			SCC13 (14)			
03FLTR	Weekly	None	310.35	Per month	1	N			SCC11 (28)					
COM-ENCLOS	None	None	36.15	Per month	3	N								
LOCK	None	None	36.15	Per month	3	N								

GreenWaste Recovery, Inc.
1500 Berger Drive
San Jose, CA 95112
Phone: (831) 426-2711
Fax: (408) 287-3108

STATEMENT

Date	Account Number
08/06/2013	009829

Bill To

[illegible]
Palo Alto, CA 94301-1387

Current	Past Due 30 Days	60 Days	90 Days	Over 90 Days
380.55	0.00	0.00	0.00	0.00

Total Amount
$ 380.55

Date	Type	Invoice/Ref #	Site ID	Period	Original Amt	Balance	Total
09/01/2012	Invoice	0000006208	-	2012 - 09	16.24	0.00	0.00
10/01/2012	Invoice	0000013685	-	2013 - 01	375.84	0.00	0.00
10/04/2012	Check	369641	-	2013 - 02	-16.24	0.00	0.00
10/10/2012	Check	lockbox	-	2013 - 02	-377.94	0.00	0.00
11/01/2012	Invoice	0000054738	-	2013 - 02	375.84	0.00	0.00
11/29/2012	Check	379736	-	2013 - 03	-375.84	0.00	0.00
12/01/2012	Invoice	0000096277	-	2013 - 03	375.84	0.00	0.00
01/01/2013	Invoice	0000110480	-	2013 - 04	375.84	0.00	0.00
01/02/2013	Check	383221	-	2013 - 05	-373.74	0.00	0.00
01/09/2013	Check	386249	-	2013 - 05	-373.74	0.00	0.00
02/01/2013	Invoice	0000161754	-	2013 - 05	375.84	0.00	0.00
02/13/2013	Check	389578	-	2013 - 06	-375.84	0.00	0.00
03/01/2013	Invoice	0000204212	-	2013 - 06	375.84	0.00	0.00
03/05/2013	Check	0002009	-	2013 - 07	-375.84	0.00	0.00
04/01/2013	Invoice	0000226532	-	2013 - 07	375.84	0.00	0.00
04/02/2013	Check	0005003	-	2013 - 08	-377.94	0.00	0.00
05/01/2013	Invoice	0000273157	-	2013 - 08	375.84	0.00	0.00
05/17/2013	Check	398386	-	2013 - 09	-377.94	-2.10	-2.10
06/01/2013	Invoice	0000339693	-	2013 - 09	375.84	0.00	-2.10
06/20/2013	Check	402290	-	2013 - 10	-375.84	0.00	-2.10
07/01/2013	Invoice	0000343255	-	2013 - 10	375.84	375.84	373.74
07/01/2013	Check	0007002	-	2013 - 11	-375.84	-375.84	-2.10
08/01/2013	Invoice	0000389220	-	2013 - 11	382.65	382.65	380.55

Customer Total $ 380.55

In addition, GreenWaste has created a number of Note Type parameters that allow reporting based on types of calls received. GreenWaste has the ability to add additional note types to allow for even more drill down reporting. Generally, notes are attached to either the "Customer" or "Site" level. Customer level reporting will affect all sites operated by a customer (for example this would be used for a property manager who handles many sites), and a site level comment would be for incidents that only affect a single parcel. A partial list of customer and site comment types follows:

☑	Customer	NSF	NSF-Bounced a check	Billing Related
☑	Customer	Promise to	Customer promised to pay/payment is in the ma	Collections Related
☑	Customer	RateIncrea	Rate Increase	Billing Related
☑	Customer	Refund	Refund	Service Related
☑	Customer	SvcComplnt	Service Complaint	Service Related
☑	Site	Bill-Inq	Billing Inquiry	Billing Related
☑	Site	Complaint	Complaint	Service Related
☑	Site	Compliment	Customer complimented on service	Service Related
☑	Site	County	County Letter	Service Related
☑	Site	Damage	Damage/Accident Report	Service Related
☑	Site	Decals	Decals	Service Related
☑	Site	Driver	Driver Note	Service Related

Response Protocol | With every call to GreenWaste, there are procedures in place to handle the necessary steps to resolve whatever issue is raised. Some common issues and their responses include:

- Missed Pick-Up | The first step is to determine if there is a true missed pick-up or if there is another potential cause (i.e. late set out, contamination, etc.) The first step the CSR will take is to open the Customer's account in Tower. If the driver has input any information into their onboard computer system FleetMind. If there is no information, CSR will contact the route driver to determine if there is a reason for the skip. If there is no legitimate reason and the driver is still in the area, they will be directed to return to the site to pick up the material. In the event the driver has left the area, the customer will be offered to double up the following week, or a supervisor will be dispatched (either that day or the following day depending on the time) to remove the material. A work order is placed into Tower to record and track that the appropriate steps are followed.
- Spills | In the event of a leak or a spill, the driver will radio into the dispatch team to inform them of the issue. The Route Supervisor will immediately be dispatched to the area to verify the driver has cleaned the spill properly. All vehicles are equipped with a spill kit to handle small spills. In the event that the spill is larger, the Supervisor will bring the necessary materials to clean the area.
- Noise Complaints | While every effort is put in place to route so that GreenWaste does not affect residents with early morning collection, occasionally residents complain about noise from vehicles. Upon receipt of that call, the CSR will determine which route is making the noise that is bothering the resident. If possible, that stop will be routed on the same route later in the day. If that is not possible, the Route Supervisor will get involved to find a way to alternately route to prevent the noise issue. The CSR would place a Site Note on the account so that the driver is aware that this is a sensitive area going forward.

Ultimately, GreenWaste's goal is that all calls are handled in both a timely manner and efficiently to solve whatever issue has arisen as quickly as possible. By investing in the Mitel call solution, GreenWaste has helped the CSRs receive information more quickly and more accurately. GreenWaste has also implemented a call recording feature that allows for coaching on calls, verification of information, and the ability for a Supervisor to listen and coach on calls in progress. Reporting is available displaying numbers of calls (inbound and outbound), average wait time, CSR-specific call data, etc. Currently, this information is maintained internally and is not requested by any jurisdictions GreenWaste serves; however, this information may be provided upon request.

In addition, GreenWaste contracts with Tooty, Inc. (Tooty), a service that calls and monitors/grades CSR performance. Each CSR is tested by Tooty twice per month. This testing follows the script each CSR is to abide by for a common issue. CSRs are graded on their accuracy in following the scripts, their professionalism on the telephone, and the command of the material they are describing. All of these calls are recorded by Tooty and sent to the Customer Service Supervisor to be utilized for training.

Included in Section 9 | Attachments are actual reports provided to various jurisdictions GreenWaste serves that document tonnage, customer account information, customer comments, and other information.

Real-Time Data Exchange | Over the last five years, GreenWaste has been experimenting with a number of GPS based fleet systems. These systems have ranged from complex truck based computers to simple GPS units to track the process of a vehicle. With the introduction of Tower to GreenWaste's management systems, new options were available to test in GreenWaste's infrastructure. After reviewing numerous systems, GreenWaste chose FleetMind as the product that provides the best balance between useful information and ease of use for drivers.

FleetMind is a truck based computer system that interfaces throughout the day with the Tower database. Prior to the driver leaving the Corporate Yard, the route is downloaded onto the driver's computer. Throughout the day the driver will see the routed information in the vehicle. Upon approaching a stop, the driver will determine if there are any missing carts, blockages, or other issues. In the event there is an exception, the driver will choose the commodity and input the necessary exception:

While "Blocked" and "Not Out" are the two most common exceptions (and have default buttons), by pressing the "Exception" button the driver will open a drop down menu with a list of all exceptions that have been programmed into Tower.

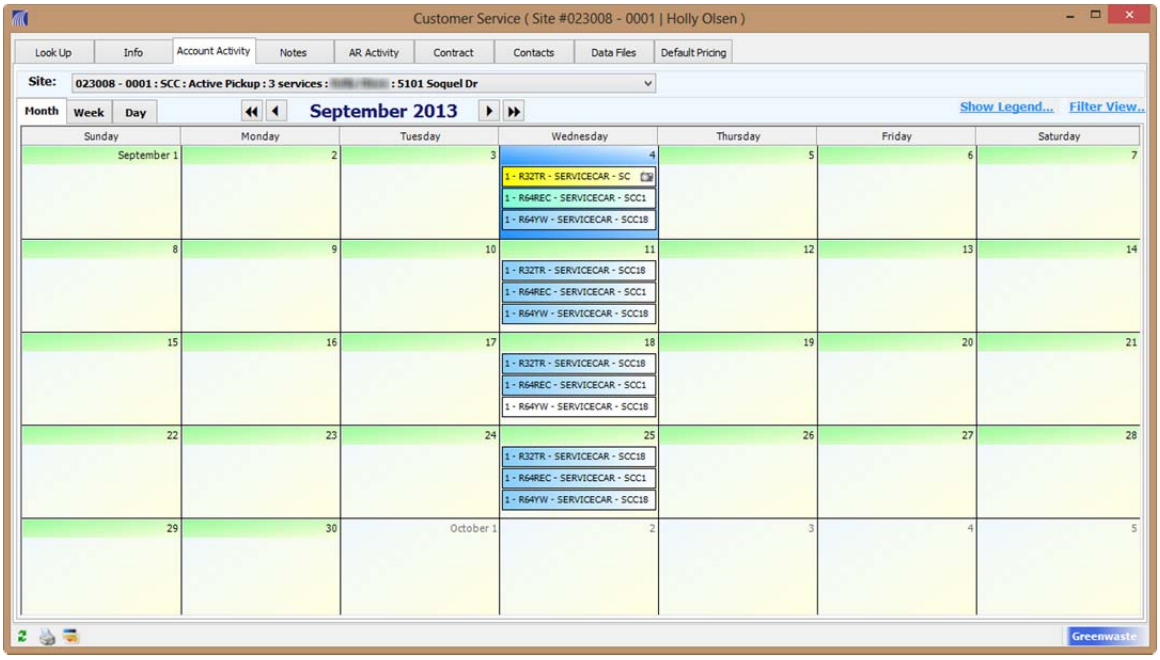
The FleetMind system will also provide the driver with access to maps to the next routed stop, notes linked to the customer account, and will access up to four cameras. GreenWaste's current configuration includes a hopper camera, a rearview camera, and a handheld camera that will allow the driver to take pictures of any exceptions encountered on the route.

Drivers will be trained to take pictures any time there is an exception event. This information can then be accessed in two ways:

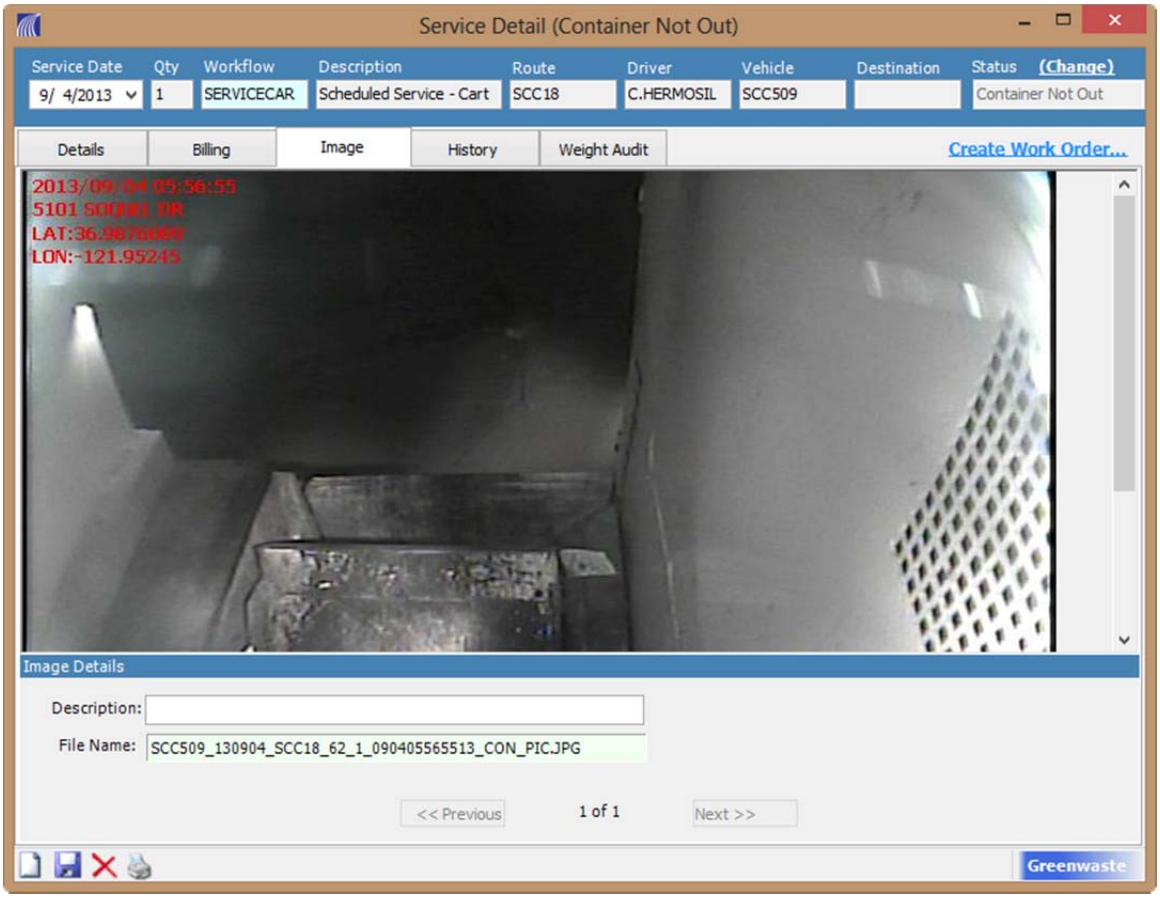
Through the FleetMind web portal:

62	9/4/2013 5:56:51 AM	CONFIRMATION	CONTAINER NOT OUT	00:00:04	855F892E-970B-4DD3-A358-A1F20183EFD0	0	SCHEDULED	-121.9524500 , 36.9876089	-121.9523000 , 36.9877777	76	Confirmation; Vehicle Name = SCC509; [redacted] 5101 SOQUEL DR; SOQUEL, CA; Container ID = ; Container size = 32G-TR; Arrival time = 05:56:51; Departure time = 05:56:55; NBDone = 1; NBToDo = 0; Note = ; Note type = ; Signed by = ; Serial Number = ; RFID Expected = ; Odometer = 127840.00; Weigth Unit = N/A			#1

Through the Tower database:



In both cases, the picture taken by the driver is accessible to the CSR, who can, if needed, e-mail the geocoded and time-stamped photo to a customer:



By installing the FleetMind system on all collection vehicles in the Participating Agencies, GreenWaste Supervisors will also be able to monitor in real time all the activities of the drivers in the field. The Supervisors can log into the truck computers and monitor any camera, add or change routing information on the fly, and also report against any warnings (such as excessive speed, hard braking, etc.)

Utilizing the combined technologies of Tower, FleetMind, and Mitel, GreenWaste is able to provide quick and accurate service to all Customers in the Participating Agencies.

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2.I Performance Measures and Diversion Incentives

GreenWaste's Performance Measures | GreenWaste believes it is important to work with each jurisdiction individually to create and report against performance metrics since every jurisdiction is unique and has different goals in terms of performance. Throughout the many jurisdictions that GreenWaste partners with, there are a number of standard performance standards that all jurisdictions tend to subscribe to, including;

- Service Quality and Reliability | The goal of all jurisdictions is to ensure that their constituents receive prompt, courteous and consistent service. GreenWaste measures this by reviewing and reporting "misses" through the work orders that are generated to track and guarantee that the issue is resolved. This is also the manner in which any property damage or spillage is handled. Please see Section 9 | Attachments for examples of this reporting in the Santa Cruz County reports.

- Customer Service | GreenWaste's Mitel call center uses PrairieFyre software to report against the activities in the call queues. Reporting is extremely flexible and can be utilized to drill into queue activities to find trends. The main concerns for GreenWaste regarding Customer Service is how promptly customer calls area answered and that customers receive appropriate follow up. Reporting to the City of Palo Alto in Section 9 | Attachments shows an example of call center reporting where calls are divided by:

  - ✓ *Total Calls;*
  - ✓ *Total Missed Calls;*
  - ✓ *Average Hold (Wait) Time;*
  - ✓ *Total Messages From Website;*
  - ✓ *Total Compliments;*
  - ✓ *Total Complaints; and,*
  - ✓ *Number of Calls Claiming Missed Collections.*

  All of these reporting goals can be compared to total call volume and reported to the Participating Agencies as needed through reporting exports from the call system.

- Diversion | GreenWaste works closely with jurisdictions to ensure that all entities are working in harmony in order to provide the best outreach and education possible. GreenWaste has the ability to report all Outreach activities, including the provision of outreach materials, one-on-one meetings and collection notifications to the Participating Agencies. With these protocols currently in place in Palo Alto, a system already exists to provide this information to the Participating Agencies, and a similar report will be generated for all Participating Agencies who request this information.

- Facilities | As part of GreenWaste's commitment to the Participating Agencies, handling of collected materials and delivery to the appropriate facilities is a basic expectation. When any route returns to the office, the Dispatch team is handed the truck's disposal ticket(s). These are then input into Tower to allow GreenWaste access to reporting of route productivity. At any Participating Agency's request, GreenWaste is able to report where all loads are delivered. At no time will any load be delivered to any facility other than the approved Processing Facility without previous permission from the Participating Agency.

- Reporting | Every Agency has differing requirements for Reporting, and GreenWaste has been handling reporting for multiple jurisdictions since its inception. As seen in Section 9 | Attachments, reporting is customized by jurisdiction and will report on issues that are important to the Participating Agencies. GreenWaste will provide all reports to each Participating Agency on the required reporting date.

GreenWaste has reviewed the Targeted Performance Areas, Performance Indicators, Specific Performance Measures, Acceptable Performance Measures and Liquidated Damage Amounts in Exhibit F: Performance Standards & Liquidated Damages of the Draft Franchise Agreement; GreenWaste accepts these Performance Measures and associated Liquidated Damages as presented. Further, GreenWaste understands that each of the Participating Agencies will have different requests and requirements relating to reporting and contract compliance. GreenWaste looks forward to working with each of the Participating Agencies to ensure expectations are clearly outlined and the provision of ongoing services exceeds the expectations of the Participating Agencies. GreenWaste has incredibly high performance standards in each of the areas in which service is provided, and included below is a sample report with additional performance measures and acceptable performance criteria above and beyond those listed in Exhibit F.

Additional Performance Indicators		
Performance Measures (Area & Description)	Number of Infractions	Acceptable Performance
	Per 1,000 Opportunities	
Service Quality & Reliability		
Failure to Notify Participating Agency of Reportable Quantities of Hazardous Waste	0	0
Customer Service		
Failure to Return Messages (Within 1- Business Day)	0	2
Excessive Wait Times (Over 30- Seconds Average)	0	5
Discourteous Behavior	0	5
Failure to Maintain Office Hours	0	0
Outreach & Education		
Failure to Report Customer Interactions	0	2
Facilities		
Failure to Maintain Proper Permits	0	0

GreenWaste's Diversion Incentives | GreenWaste is a recycling and diversion company that provides hauling services – GreenWaste does not own or operate any landfills that accept Municipal Solid Waste. As such, there are major incentives for GreenWaste to increase diversion and reduce overall disposal. GreenWaste believes the Participating Agencies have already included built-in incentives to meet the

diversion requirements throughout the Draft Franchise Agreement and have also included financial disincentives if recycling and diversion targets are not met. Further, extension on Franchise Agreements may only be granted at the Agencies' sole discretion, which provides incredible incentives for GreenWaste to exceed diversion targets.

Reaching the 65% Diversion Goal | GreenWaste is committed to assist the Participating Agencies achieving the State's 75% recycling goal locally by 2020. In addition to the State's goal, however, the Participating Agencies have established an aggressive diversion target that requires the franchised hauler divert 65% of the materials they handle under the exclusive franchise. While the tonnage data collected by the current hauler was provided in the RFP, the diversion rates for materials handled by the hauler were not calculated. In order for GreenWaste to determine the percentage diversion increase that would be required during the first year to achieve each Participating Agencies' diversion goal, the current diversion rates for materials handled by the current hauler were calculated using the formula presented in the draft Franchise Agreement as the basis for comparison:

> *"Contractor's Diversion performance shall be considered acceptable if the percentage resulting from dividing: the sum of Recyclable Materials, Organic Materials, C&D and Reusable Materials which are collected under this agreement and delivered for Processing; by the total tons Collected by Contractor is 65% or greater in any calendar quarter."*

GreenWaste used the data provided by the current hauler from each Participating Agency Profile (Attachment C1, Table 3) and made the following calculations based on tonnage data from the three preceding years (2010-2012):

- Calculated the hauler's diversion rates for each Participating Agency and the percentage increase in diversion needed to meet the 65% diversion goal for materials handled under the exclusive franchise.
- Calculated the hauler's diversion rates for the Participating Agencies as a whole, based on the total material collected each year by material type.

2010-2012 Diversion Rates for Participating Agencies

Goal = 65% Diversion	2010	2011	2012	Increase Needed*
Carmel	43%	56%	43%**	16%
Del Rey Oaks	44%	48%	51%	27%
Marina	14%	25%	30%	115%
Pacific Grove	35%	47%	47%	40%
Pebble Beach CSD	40%**	58%**	69%	0%
Sand City	22%	48%	51%	27%
Seaside	13%	20%	26%	147%

Source: Attachment C1: Agency Profiles, Table 3: Franchise Tonnage Collected

**Percentage increase needed based on highest diversion year data.*

***Recyclable Materials tonnages were not in the year(s) indicated.*

Diversion Rates for All Participating Agencies (by Material Type)

	2010	2011	2012
Solid Waste	52,114	44,943	43,718
Recyclable Materials	8,669	9,573	14,151
Green Waste	8,017	8,107	7,974
Food Scraps	38	153	186
C&D	466	7,220	6,207
Total Tonnage Collected	69,305	69,995	72,236
Participating Agencies Diversion	24.80%	35.79%	39.48%

Source: Attachment C1: Agency Profiles, Table 3: Franchise Tonnage Collected

GreenWaste's findings were significant. The only Participating Agency that is currently experiencing 65% diversion based on the materials collected under the exclusive franchise is Pebble Beach CSD; all of the other Participating Agencies must have diversion increased for materials collected under the exclusive franchise by 16% - 147%.

Despite the challenges that lie ahead, GreenWaste feels confident that the diversion standard for materials handled under the exclusive franchise of sixty-five percent (65%) in any calendar quarter can be met and even exceeded through a combination of the following program features:

- ✓ GreenWaste's extensive and comprehensive Public Education & Outreach programs described in Section 2.C | Public Education & Outreach and 3.D | Expanded Public Education & Outreach
- ✓ GreenWaste's outstanding recycling successes at the GreenWaste Material Recovery Facility Section 2.A | Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection
- ✓ GreenWaste's focus on reuse and repurposing of materials collected under the bulky item and reuse collection events described in Section 2.B | Bulky Item Reuse Collections and Section 3.C | Expanded Residential Bulky Item Reuse Events.

Role of the Participating Agencies in Program Success | In addition to the aspects of incentivizing and achieving diversion that can be accomplished using the methodologies described above, it is critical to understand that Participating Agencies have a significant role in program success. It is imperative that the Participating Agencies develop strategic diversion-based rate structures that discourage landfilling; diversion-based rate structures have proven highly effective to influence behavioral change and provide economic incentives to the waste generators to reduce the amount of waste slated for disposal and minimize the amount of contamination found in containers.

Evaluating Program Success | GreenWaste places a high priority on diverting the maximum amount of material away from landfill through outreach, education, effective collection programs and efficient processing. In considering the criteria that will be used to evaluate program success, it is important to note that the diversion rates calculations used to determine program success only considers the material handled by GreenWaste, not all the waste generated in the Participating Agencies. The current limitations on the exclusivity of the Franchise Agreements impacts the total material collected by the exclusive franchisee. With recyclable materials the most desirable materials to collect for non-exclusive haulers, these limitations on the exclusivity of the franchise serve to re-direct divertible material away from the exclusive hauler, thus penalizing the franchised hauler under the calculation that will be used to measure and evaluate program success.

Customer Incentives to Increase Diversion | GreenWaste is confident the diversion goals for the Participating Agencies can be exceeded with the support and assistance of the Participating Agencies. Whether through mandatory recycling ordinances, fees for contamination, and/or technological improvements in material processing, ample opportunities exist for GreenWaste to assist the Participating Agencies in developing programs to move toward Zero Waste.

GreenWaste currently operates in jurisdictions that have mandatory recycling ordinances that have proven to be successful in increasing participation in recycling and composting programs, which in turn increases diversion and reduces disposal. GreenWaste proposes to work alongside the Participating Agencies to explore the benefits of implementing a mandatory recycling program. GreenWaste has assisted with the development and implementation of mandatory recycling programs in other jurisdictions serviced, covering both the residential and commercial sectors. GreenWaste has first-hand experience with phased program design and implementation and would welcome the opportunity to provide feedback and offer our operational expertise in the development and implementation of a mandatory recycling program.

Minimizing contamination of recyclable and compostable materials is difficult through a public education and outreach program alone. GreenWaste proposes to incentivize customer participation in recycling and diversion programs through the implementation of contamination fees for customers with chronic contamination. GreenWaste would phase the implementation of this program by first notifying customers that have continuously contaminated recycling and/or composting containers, targeting outreach activities toward these customers and if the contamination continues, imposing contamination fees. For Single-Family Residential Customers, the primary focus of a fee-based program would be on reducing contamination in the Recyclable Materials containers under the Base Proposal and both the Recyclable Materials and Mixed Organics containers if Alternative #1: Single-Family Mixed Organics Collection is selected. For Commercial Customers, the primary focus would be reducing contamination in the Recyclable Materials containers under the Base Proposal and both the Recyclable Materials and Organics containers if Alternative #2: Commercial Organics Collection was selected.

Minimizing Contamination & Maximizing Recovery | With diversion a top priority in an environment where Solid Waste is taken directly to landfill, it is imperative that neither recyclable nor organic material be placed inside the Solid Waste container. Paradoxically, the contamination of source separated recoverable materials poses challenges in the preservation of material quality and overall acceptance of materials at the Approved Material Processing Facility. Faced with these two seemingly conflicting directives, the behavior of the Customer in placing materials inside their proper containers becomes imperative for program success. Fortunately, GreenWaste has developed innovative and integrated collection and processing programs that incentivize proper sorting at the point of generation in a manner that ensures Recyclable Materials remain dry and uncontaminated and Organic Materials remain virtually free of contamination. Whether priority is placed on minimizing the amount of Recyclable Materials and/or Organics being placed in Solid Waste containers, or maximizing the quality of recyclable and compostable materials by minimizing contamination, GreenWaste is committed to developing innovative programs that reflect the individual needs of the Participating Agencies to reduce the amount of material being sent to landfill. As a company with demonstrated successes in developing innovative approaches to achieve diversion, GreenWaste encourages each Participating Agency to consider GreenWaste as a great resource in exploring new opportunities to move toward Zero Waste.

A Culture of Innovation | GreenWaste is confident the diversion goals of the Participating Agencies can be met and/or exceeded. However, GreenWaste's ability to achieve exceptional diversion is limited when Solid Waste collected is directed to landfill without an established "MRF First" collection and processing program. Overall diversion for the Participating Agencies is in fact, inherently restricted by the direct to landfill program itself.

GreenWaste is committed to innovation and enjoys developing and deploying solutions that meet both the known and unrealized needs of the jurisdictions it serves. GreenWaste is excited to work with the Participating Agencies to customize collection and processing programs in order to work towards a Zero Waste goal. GreenWaste understands altering the handling of materials is contrary to the stated goals of the RFP, and recognizes the dilemma faced by the Participating Agencies when considering whether to direct all materials towards a "MRF First" philosophy rather than the District's landfill. In the spirit of offering the Participating Agencies all currently available options, though, GreenWaste felt it important to explore all options. Therefore, GreenWaste is offering the Participating Agencies an opportunity to achieve Exceptional Diversion through Garbage Processing. GreenWaste is prepared to commit to the Participating Agencies the necessary capacity to immediately process MSW and immediately decrease the amount of material being landfilled by up to 75%. With such diversion a reality, GreenWaste strongly encourages the Participating Agencies' thoughtful consideration of these innovative proposals. For the complete description of GreenWaste program offerings, please refer to Section 4.A | Exceptional Diversion through Garbage Processing.

2.J Corporation Yard and Maintenance Facilities

GreenWaste is committed to have all facilities acquired, permitted, developed and ready for operations before the service commencement date. It is GreenWaste's intention to execute a long-term lease for property at the MRWMD site in Marina to develop facilities adequate to sufficiently service the Participating Agencies, including an operations yard and maintenance facility and administrative office and customer call center. In addition to GreenWaste's plan to develop these facilities at the MRWMD site, a description of the contingency facilities is also included. GreenWaste is supportive of and intends to work with the District to develop a CNG fueling station at MRWMD to fuel the future collection fleet. GreenWaste possesses extensive experience in the acquisition, development, construction, permitting, and launching of new solid waste, recyclable materials, organic materials and C&D debris processing and transfer facilities. For additional information on GreenWaste's extensive experience with facility acquisition, permitting and development, please reference Section 5.B | Facility Environmental Compliance.

Use of Existing Facilities

San Jose GreenWaste MRF | In 2008, the GreenWaste MRF located at 625 Charles Str. in San Jose underwent a multi-million dollar construction and re-permitting effort to install a "state-of-the-art" dual stream MSW and single-stream recyclable processing system and accept up to 2,000 tons per day of material. Prior to this upgrade, the site only consisted of a truck yard. Currently, this facility includes 85,000 square feet between the transfer station and processing center, a 13,776 square foot maintenance shop, a 7,800 square foot administrative office building and a driver building of 10,350 square feet. Although GreenWaste encountered City and County environmental review and permitting issues, the upgrade was completed as scheduled and is now widely recognized as one of the most innovative processing facilities in the world.

Watsonville Operations and Transfer Facility | From November 2011 until November 2012, GreenWaste constructed the new 30,000 square foot Operations and Transfer Facility located at 1340 W. Beach St. in Watsonville. This site includes a maintenance shop, tire shop, administrative offices, and kitchen/break room for employees. This project faced permitting and environmental review issues by the County that affected the timeline, but ultimately the facility was completed on time. GreenWaste's Watsonville Facility will serve as the contingency facility and is described further in this section.

There are no proposed plans to upgrade the MRF or Watsonville Facility to accommodate the scope of services described herein.

Facility Acquisition & Development Plans

Office & Corporation Yard | GreenWaste plans to co-locate, permit and develop the Corporation Yard and Maintenance Facility, as well as the Administrative Offices and Customer Call Center. GreenWaste's preferred site is on MRWMD property located at 14201 Del Monte Boulevard in Seaside, on a portion of the site not committed to fill area. GreenWaste intends to negotiate and execute a long-term lease for a portion of the site that is adequately sized to sufficiently and efficiently service the Participating Agencies. Depending on how the District constructs the building shell, the following will be included:

- The Corporation Yard & Maintenance Facility will include sufficient space for the following operations:
  - ✓ *Collection vehicle and employee parking;*
  - ✓ *Equipment and container storage;*
  - ✓ *Vehicle and equipment maintenance facilities;*
  - ✓ *Collection operations;*
  - ✓ *Vehicle maintenance;*
  - ✓ *Vehicle staging;*
  - ✓ *Vehicle fueling;*
  - ✓ *Vehicle cleaning; and,*
  - ✓ *Container painting and cleaning.*

- The Administrative Office & Customer Call Center will include sufficient space for the following:
  - ✓ *Administrative offices;*
  - ✓ *Restrooms;*
  - ✓ *Showers & locker rooms;*
  - ✓ *Employee kitchen and lunch room;*
  - ✓ *Customer service cubicles; and,*
  - ✓ *Data infrastructure & servers.*

Storm Water BMPs | GreenWaste will be in compliance at all times with Stormwater BMPs relative to vehicle maintenance facility operations. GreenWaste will also use re-refined engine oil and lubricants, biodegradable soaps and environmentally friendly solvents (when available) to maintain vehicles and clean the facility.

Local Purchasing Preference | For all construction materials and supplies, GreenWaste will solicit local companies, with preference given to companies in Monterey County.

Green Business Certification | GreenWaste's Corporate Headquarters in San Jose recently became a certified Green Business through the Santa Clara County Green Business Program and the application for Green Business certification for GreenWaste's Watsonville Operations and Transfer Facility is currently being reviewed under the Monterey Bay Green Business Program. GreenWaste has implemented a company-wide Environmentally Preferable Purchasing Policy (EPPP) that will apply to all any facilities developed or upgraded under this Agreement and Green Business accreditation through the Monterey Bay Green Business Program will be immediately sought. GreenWaste's EPPP is included in Section 9 | Attachments.

Acquisition & Development | Upon execution of an Agreement, GreenWaste will enter into negotiations for a long-term lease(s) of the District-owned space located at 14201 Del Monte Boulevard in Seaside that will sufficiently accommodate the facilities, equipment, vehicles and staff. It is GreenWaste's intention to develop the Office & Corporation Yard that would include co-location of the Corporation Yard & Maintenance Facility and the Administrative Office & Customer Call Center. The MRWMD site is appropriately and conveniently located to efficiently provide service to the Participating Agencies. For detailed information on the development of facilities, please reference Section 2.F | Implementation Plan.

CNG Fueling Station | While the use of alternative fueled vehicles is not required, GreenWaste believes the use of CNG engines is much more efficient in the long-term and will result in an estimated forty-five-percent (45%) cost savings compared to diesel fuel. To this end, GreenWaste is supportive of and proposes to work with Clean Energy and the MRWMD to design and construct a CNG fueling station at the MRWMD site. The CNG fueling system GreenWaste proposes will be both a Fast-Fill and Time-Fill CNG fueling system that fuels either right away or overnight. With the Time-Fill system, drivers park their vehicles in their designated stall. The K-Rail in the center holds the fueling hose, which is inserted into the tank and the CNG begins filling the tank overnight. When the driver returns the next day, the vehicle is fueled and ready to operate. This fueling system is proving to be a much more efficient use of driver time, does not require additional space, and is proving to be much more cost-effective than utilizing public fueling stations. Included in Section 9 | Attachments is a Clean Energy brochure that explains and portrays this fueling system.

Facility Development Timeline | For a complete transition timeline for developing the facilities in Marina, please refer to the preceding Section 2.F | Implementation Plan. The Implementation Plan includes the anticipated start and end dates for activities that will be performed before initiating services as well as the activities that will be performed through and/or shortly after the start date.

Contingency Plans

Transition and Contingency Facilities | If for some unforeseeable reason GreenWaste is unable to secure a facility prior to the commencement of services, or in the event the acquisition and development timeline is delayed, GreenWaste will utilize the existing GreenWaste Operations and Transfer Facility in Watsonville. GreenWaste owns and operates this facility conveniently located at 1340 W. Beach St. in Watsonville that has sufficient space and existing infrastructure to accommodate collection operations. This facility can serve as a temporary transition yard, as a back-up and overflow location for the storage of trucks and containers, and as a staging area for the distribution of containers prior to the transition.

Minimum Household Criteria | Due to the immense costs and effort involved in the build out and daily operation of a Corporation Yard and Maintenance Facility of this magnitude, GreenWaste proposes a minimum household criteria that must be met in order to lease and operate from the District-owned space. GreenWaste proposes a minimum of 7,500 households under the executed Agreement. In the event that GreenWaste is awarded Participating Agency(ies) with households totaling less than 7,500, then GreenWaste intends to utilize its Watsonville Operations and Transfer Facility to perform the requested collection services and customer service requirements.

Proposed Costs and Rates

Commitment | GreenWaste stand by the proposed costs and rates if a site other than those described herein must be developed or upgraded in support of this Agreement. However, in the event of an Agency Directed Change to Scope (reference FA section 3.5) that is significant enough to warrant a change of facilities and/or modification of existing facilities, then GreenWaste will work with the Agencies to negotiate the proposed revisions and costs, and mutually agree amend the Agreement as appropriate.

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2.K Local Purchasing

GreenWaste understands the importance of supporting local businesses and does so whenever possible. Making purchases of materials and supplies utilized under the Agreement from local vendors within Monterey County will be given the highest priority. Local purchasing promotes a sense of community, contributes to the local economy, and the environmental impact of such purchasing activities is reduced. GreenWaste proposes utilizing vendors within Monterey County for the duration of the Agreement. In cases where a vendor within Monterey County cannot be used, GreenWaste will source from nearby Counties such as Santa Cruz or Santa Clara, or at a minimum from within the State of California.

What follows is a table displaying GreenWaste's current vendors (for both San Jose and Watsonville operations), proposed local vendors, and the approximate value of each procured or to be procured through Monterey County businesses.

CURRENT & PROPOSED SERVICE VENDORS: COMPANY-WIDE					
	Service	**GreenWaste Facility Location**	**Current Vendor**	**Proposed Vendor**	**Estimated Value or Revenue to Monterey (one-time or annual)**
Administrative	Banking Services	All Areas	Comerica, San Jose, CA (effective 10/2/13, banking services will be transitioned to Bank of the West)	Bank of the West	–
	Insurance Services	All Areas	Wells Fargo, Petaluma, CA	Wells Fargo	–
Operations	Collection Vehicles	Santa Clara County	Golden Gate Freightliner, Oakland, CA Coast Counties Peterbilt, Salinas, CA	Coast Counties Peterbilt, Salinas, CA	$10,033,225 (one-time)
		Santa Cruz County	Coast Counties Peterbilt, Salinas, CA		
	Other Vehicles	Santa Clara County	North Bay Ford, Santa Cruz, CA	Cypress Coast Ford, Seaside, CA, or Salinas Valley Ford, Salinas, CA or alternative	$940,625 (one-time)
		Santa Cruz County			
	Containers	Santa Clara County	Rehrig Pacific, Los Angeles, CA Otto Environmental	Rehrig Pacific Los Angeles, CA	$357,564 Sales Tax Revenue (one-time)

		Santa Cruz County	Rehrig Pacific, Los Angeles, CA		
	Driver Uniforms, Safety Equipment & Work Boots	Santa Clara County	Aramark (Uniforms and Safety Equipment) Drivers are given an allowance to purchase work boots and gloves.	Aramark (Uniforms and Safety Equipment) Drivers will be given an allowance to purchase work boots and gloves	$72,816 (annual)
		Santa Cruz County	Aramark (Uniforms and Safety Equipment) Drivers are given an allowance to purchase work boots and gloves.		
	Maintenance Consumables and Miscellaneous Equipment	Santa Clara County	Various Santa Clara County businesses	Coast Counties Peterbilt, Salinas, CA (GreenWaste ensures it will utilize Monterey County businesses to the greatest extent possible.)	$96,504 Tires & Tubes (annual) $285,626 Parts & Supplies (fluid, oil, etc.) (annual) $14,977 Outside Repairs (annual) $9,964 Equipment Rental (annual) &129,323 Supplies (annual) $567,000 Miscellaneous Equipment (one-time)
		Santa Cruz County	Various Monterey County and Santa Cruz County businesses		
	Fuel	Santa Clara County	GreenWaste MRF (Diesel), San Jose, CA San Jose Mineta Airport (CNG)	CNG Fueling Station at MRWMD	$133,180 Fueling Equipment Delivery Sales Tax Revenue (one-time) + fuel tax
		Santa Cruz County	Coast Oil, Watsonville, CA		
	On Board Computer System	Santa Clara County	–	FleetMind	$26,244 Sales Tax Revenue (one-time)
		Santa Cruz County	FleetMind		
	Facility Build-Out	–	–	GreenWaste ensures it will utilize Monterey County busiensses for construction materials and supplies to the greatest extent possible.	$200,000 (one-time)

	Pressure-Washing / Steam-Cleaning Services to Carmel	–	–	Subcontract to Monterey Bay Window Cleaning Company, or alternative business within Monterey County; Or, reimburse City of Carmel for services	TBD (estimated at around $10,000 annually)
	Portable Toilet Services to Carmel	–	–	United Site Services, or alternative business within Monterey County	TBD (estimated at around $8,000 annually)
	Truck Washing Services	Santa Clara County	GreenWaste MRF	Mobile Magic Monterey, CA	$45,000 (annual)
		Santa Cruz County	Mobile Magic, Monterey, CA		
Public Education and Outreach	Graphic Design	Santa Clara County	GreenWaste In-House Graphic Designer	AdManor, Inc. & GreenWaste In-House Graphic Designer	–
		Santa Cruz County	AdManor, Inc. & GreenWaste In-House Graphic Designer		
	Printing	Santa Clara County	Certified Business Products	Casey Printing, King City, CA or Printworx, Castroville, Ca	$6,900 Printed Forms $65,000 Public Eduacation and Outreach Materials (annual)
		Santa Cruz County	Dynamic Press		
	Printing, Invoicing & Mailing	All Areas	Bend Mailing	Bend Mailing	–
	Office Supplies	Santa Clara County	Staples	GreenWaste ensures it will utilize Monterey County businesses to the greatest extent possible.	$48,000 (annual)
		Santa Cruz County	Redi Supply Company (SDVOSB / DVBE) Orange, CA (requirement per Franchise Agreement)		

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3 Technical Proposal for Alternative Services

Much like the communities of the Monterey Peninsula, GreenWaste is regarded as an environmental leader, incorporating many innovative and advanced waste management solutions into its infrastructure and operations. GreenWaste partners with the jurisdictions it serves to achieve, and oftentimes exceed, the waste management goals set forth. GreenWaste wishes to assist the Participating Agencies in leading the way towards, and remaining on the cutting edge of, sustainable practices. GreenWaste is dedicated to implementing the necessary operations that will lead to achievement of the State's 75% diversion goal within the Participating Agencies.

GreenWaste's Public Education and Outreach Program will be tailored to informing Customers about participation in programs and services that will minimize the waste stream and allow for greater separation of recyclables and organics. What follows are four required Alternative Proposals that will enable the Participating Agencies to accomplish their diversion goals as well as maximize the value of recovered resources. The following proposals include:

- ✓ 3.A | Single-Family Mixed Organics Collection
- ✓ 3.B | Commercial Organics Collection
- ✓ 3.C | Expanded Residential Bulky Item Reuse Events
- ✓ 3.D | Expanded Public Education & Outreach

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3.B Commercial Organics Collection

GreenWaste is a widely recognized leader in the diversion of organic materials from the Municipal Solid Waste (MSW) stream. Organic waste remains the single largest untapped and divertible portion of the waste stream for multi-family dwellings, businesses, schools, hospitals, farms, restaurants, and municipal facilities. GreenWaste has extensive experience designing and implementing adaptive and highly successful food waste and organics collection and processing programs designed to maximize participation and minimize contamination.

GreenWaste strongly believes that a Commercial Food Waste collection program is not only cost effective, it can dramatically increase diversion for the Participating Agencies. GreenWaste's Commercial Organics Collection Program is an integral part in the Participating Agencies' achieving their sustainability goals and initiatives. GreenWaste will work with each of the Participating Agencies to ensure the programs offered meet their service quality and efficiency goals. Strategic expansion of this program will promote greater program participation.

Experience in Other Communities | GreenWaste has designed and currently operates Commercial Organics programs in a number of service areas, each with different parameters on program requirements.

- City of Palo Alto | GreenWaste offers commercial customers a subscription-based clean food waste program at a cost that is less than their solid waste service. The materials collected under this program are currently sent to Z-Best Compost Facility in Gilroy. With a commercial base of approximately 2,000 customers and four (4) full time outreach staff, this is GreenWaste's most successful Commercial Organics program based on both program participation and minimal contamination.
- City of Capitola & County of Santa Cruz | GreenWaste offers commercial customers a subscription-based clean food waste program at a cost that is less than their solid waste service. The materials collected under this program are currently sent to the Monterey Regional Waste Management District in Marina and processed through the SmartFerm Anaerobic Digestion facility. GreenWaste has been working with the City of Capitola to dedicate additional outreach resources to engage more customers and is seeing great success; the program is growing, customer participation is increasing and contamination is decreasing. The program in County of Santa Cruz, on the other hand, began as a pilot program and expansion of the program was frozen due to County budgetary cuts; however, the customers being serviced under the program at that time continue to receive service. The greatest limitation to program growth is the jurisdiction's understandable reluctance to pass on the true costs of processing organic materials to customers; the greatest opportunity to grow the program and engage more commercial customers is through a rate re-structuring. GreenWaste has begun discussions with the County of Santa Cruz, The Offset Project and Ecology Action to explore creative opportunities for program growth in an area with financial restrictions.
- Los Altos Hills, Portola Valley & Woodside | GreenWaste offers commercial customers a compostables program that is not subscription-based, but rather provided for no additional charge to customers along with their garbage subscription. The compostables collected under this

program are sent to GreenWaste's Material Recovery Facility for processing and transfer to Z-Best Composting Facility in Gilroy for composting. With a significantly smaller commercial customer base, the jurisdiction wanted to ensure the organic materials were recovered regardless of sector, and customers are offered compostables service that allows both food waste and yard trimmings materials to be collected in the same container.

Program Description | Recognizing the desire of the Participating Agencies to maximize diversion and reach the State's 75% recycling goal, GreenWaste will provide Commercial Customers located within the Participating Agencies the option to subscribe to Commercial Organics Collection services to compliment their solid waste and recyclable materials collection subscription. GreenWaste is proposing an expansion of the existing Food Waste collection pilot program, accommodating both Food Waste and Yard Trimmings (collectively and hereinafter referred to as Organics). GreenWaste will furnish all supervision, labor, materials, equipment, tools, expertise, and other items necessary to perform these services.

- Acceptable Materials | GreenWaste will collect acceptable Organic Materials from subscribing Commercial Customers placed correctly in the designated Organic Materials cart(s) and/or bin(s) that meet the specifications of the Approved Organic Materials Processing Facility. Acceptable Organic Materials[1] currently include, but are not limited to:

  - ✓ *Green trimmings;*
  - ✓ *Grass;*
  - ✓ *Weeds;*
  - ✓ *Leaves;*
  - ✓ *Pruning;*
  - ✓ *Branches;*
  - ✓ *Dead plants;*
  - ✓ *Brush;*
  - ✓ *Tree trimmings;*
  - ✓ *Dead trees;*
  - ✓ *Small pieces of unpainted and untreated wood;*
  - ✓ *All kitchen and table food waste;*
  - ✓ *Animal or vegetable waste that is generated during or results from the storage, preparation, Cooking or handling of food stuffs;*
  - ✓ *Discarded paper that is contaminated with food scraps;*
  - ✓ *Fruit waste, grain waste, dairy waste, meat, and fish waste; and,*
  - ✓ *Non-recyclable paper or contaminated paper (excluding wax/film coated cardboard or cardboard food/beverage containers).*

- Processing Plan | GreenWaste is committed to ensure Organics delivered under this expanded program meet the stringent specifications of the Approved Organics Processing Facility. GreenWaste also recognizes the tremendous energy value of the Organic Materials collected under this expanded program, and strongly encourages Participating Agencies to utilize the Marina

[1] *Yard Trimmings placed for collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Organic Materials cart(s)/bin(s).*

SmartFerm Dry Fermentation Anaerobic Digestion Facility for processing. The Marina SmartFerm Facility is a first of its kind facility utilizing patented SmartFerm technology that was developed by the German company *Eggersmann Anlagenbau* and exclusively licensed to Zero Waste Energy, LLC. The advanced technology of this system will yield the following benefits:

- ✓ *Reduction in the mass of organic waste in landfills;*
- ✓ *Reduced fugitive methane emissions from landfills;*
- ✓ *Generation of high quality compost;*
- ✓ *Reduction in odor; and,*
- ✓ *Generation of renewable energy from biogas.*

Further, GreenWaste has specific knowledge regarding the development and operations of the SmartFerm Facility as GreenWaste and its sister company Zanker Road Resource Management formed Zero Waste Energy Development Company (ZWEDC), a member company of Zero Waste Energy, LLC. Please reference the schematic included in Section 9 | Attachments that displays the relationships between GreenWaste, Zanker, ZWEDC, and Zero Waste Energy, LLC.

Collection Methodology | To ensure highest diversion, greatest efficiency, and the lowest contamination levels, this expanded Commercial Organics collection program will be a subscription-based program. Commercial Customers subscribing to this program will be provided with at least weekly collection and have the opportunity to request that collection occurs up to five days per week on a Monday – Friday schedule. Saturday pick-up may be available and an additional charge may be incurred. Special pickups requested by a Customer, on days other than their regularly-scheduled collection day, will be available at an approved additional charge. GreenWaste will deliver organic materials to the Approved Organic Materials Processing Facility.

With a high priority placed on the delivery of clean Commercial Organics to the Approved Processing Facility, GreenWaste is confident the deployment of the on-board truck system FleetMind will allow the drivers to more easily identify contamination and will significantly reduce the amount of contamination in Commercial Organics containers set out for collection. For additional information and a detailed description of the FleetMind software and its capabilities, please refer to Section 2.H | Existing Management and Customer Service Systems.

If the driver identifies contamination at the point of collection, the driver will implement the following collection methodology. The first time contaminants are identified at a specific location, the driver will collect the cart(s) and/or bin(s) as Solid Waste at no additional charge. The driver will leave a tag that indicates the Commercial Organics container was contaminated, provides instructions for calling Customer Service and offers detailed information on the allowable and prohibited materials under the Commercial Organics program. The driver will use FleetMind to take a photo and log the incident, conveniently attaching a note and a photo to the Customer's account for tracking purposes. If the same Customer places another contaminated Commercial Organics cart out for collection within a 12-month time frame, the driver will not collect the cart(s) and/or bin(s) and will leave a tag that indicates a recurrence of contamination was identified and provides contact information for Customer Service to discuss alternative options for collection. The Customer may then either request collection of the contaminated cart(s) and/or bin(s) as solid waste at an approved "Additional Solid Waste Pick-up" rate on their next regularly-scheduled collection day (or on an alternate day at an approved extra trip charge) or they can remove the contaminants from the cart(s) and/or bin(s) and place the container(s) out for regular Commercial Organics collection on their next regularly-

scheduled collection day (or on an alternate day at an approved extra trip charge). GreenWaste will pick up and return each cart(s) and/or bin(s) to the location where the Customer properly placed the container(s) for collection with lids property secured.

- Collection Containers | GreenWaste will offer Commercial Organics service in containers including: 65- and 95-gallon carts; 1- through 2-cubic yard bins; and, roll-off compactors. The RFP indicates Commercial Customers should be offered both 3- and 4- cubic yard bins, but, GreenWaste advises against offering these larger capacity containers. Based on experience operating successful Commercial Organics programs, the weight of these containers can prove difficult to service and increase the potential for injury due to their weight. Offering more frequent collection reduces the chances of the material becoming a nuisance and negates many weight issues. For a description of wheeled carts and bins, as well as the anticipated quantity to be ordered for each Participating Agency, please refer to the previous Section 2.A | Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection in the sub-section 2.A.ii.a | Collection Containers. Included in Section 9 | Attachments are manufacturer brochures of proposed containers.
- Collection Vehicles | GreenWaste will purchase new rear-loader collection vehicles for this program and will have the ability to use roll-off collection vehicles for compactors, as appropriate. For a complete list of vehicles to be used for Commercial organics collection, please refer to the Proposed Collection Vehicle Chart in Section 2.A | Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection in the sub-section 2.A.ii.b | Vehicles. All collection vehicles will be outfitted with FleetMind, an innovative on-truck data management system that allows for real-time data tracking, connectivity with Tower (the database system used by Customer Service & Accounting), geo-locating activities and attaching notes and photos to accounts. For additional information and a detailed description of the FleetMind software and its capabilities, please refer to Section 2.H | Existing Management and Customer Service Systems.
- Overages Program | In addition to collection of regular container(s) on the subscribed frequency, Customers may also contact Customer Service to request additional pick-ups for an additional charge.
- Hard to Service | GreenWaste recognizes many Commercial Customers and specific areas within the Participating Agencies have significant spatial constraints, including narrow streets and alleys. GreenWaste will provide assistance to ensure that Commercial Customers subscribing to the Commercial Organics Program have adequate space for the additional container(s). GreenWaste will also ensure the collection methodology and vehicles used under the Commercial Organics Program accommodate spatial constraints.

Program Recommendations | Based on GreenWaste's experience in operating a wide variety of Commercial Organics Collection and processing programs, it has been determined that the greatest opportunity to increase Customer participation while minimizing contamination lies in a well-staffed outreach team, an engaged and responsive operations team and a rate structure that provides economic incentives for Customers to *actively* participate. Successful Programs Hinge on Active Customer Participation, Not Number of Subscriptions.

A successful Commercial Organics program MUST include:

- ✓ A strong and enthusiastic Outreach Team to target customers, promote the program, educate/re-educate program users and provide initial and ongoing technical assistance;

- ✓ *An engaged and responsive Operations Team to monitor and rectify contamination issues;*
- ✓ *A dynamic and helpful Customer Service Team that understands the program and takes initiative; and,*
- ✓ *An adaptive and strategic Rate Structure that incentivizes participation and penalizes contamination.*

Absent these elements, Commercial Organics Programs quickly dissolve into discounted garbage service.

The costs associated with this program focus exclusively on the additional incremental operating requirements of the program and do not include additional resources dedicated to outreach activities, aside from those additional or targeted activities described specifically herein. For additional information on GreenWaste's targeted approach to Public Education and Outreach as it relates to this Alternative Proposal #2: Commercial Organics Collection Program, please refer to Section 2.C | Public Education & Outreach and if selected, Section 3.4 | Expanded Public Education & Outreach.

Customer Participation & Identifying Contamination | GreenWaste takes a dynamic approach to monitor and minimize contamination and relies on coordination, communication and adaptation between its Outreach, Operations and Customer Service teams. As described above, high participation coupled with high contamination does not make a Commercial Organics program successful, nor does low participation coupled with low contamination. GreenWaste is committed to increasing participation at a rate that still allows each Commercial Customer to receive the requisite education and technical assistance to ensure low contamination.

GreenWaste is committed to ensuring Organics delivered under this program contain no more than 3%-5%, by weight, of non-compostable materials during the beginning stages of this new program, and less than 1% contamination by weight shortly after program implementation. In order to increase Customer participation while simultaneously ensuring the Organic Materials delivery specifications can be met, GreenWaste has found that timely feedback to the generators on new and emerging contamination issues is extremely important, as is utilizing incentives including fees, non-collection and return-trip charges, to ensure waste generators place only acceptable materials in the Organics containers.

- Role of the Driver | Whether the Participating Agencies select the Base Proposal or any or all of the Alternative Proposals (#1-#4), the role of the driver in increasing customer participation and identifying contamination does not change. The drivers are the eyes and ears of GreenWaste and serve to be the best and first line of defense in identifying Customers that would be appropriate candidates for the Commercial Organics Program or working to identify and rectify issues of contamination. For Commercial Customers that have not already subscribed to the Commercial Organics Collection Program, the drivers can identify Customers who would be ideal candidates for enrollment based on the type of business and the type and volumes of waste materials set out for collection. If the driver identifies a candidate for the program, they can leave a cart-hanger informing the Customer of the program and the many benefits of the program and can also make a note in the Customer's account for the Outreach Team to follow-up.

  For Commercial Customers that have already subscribed to the Commercial Organics Collection Program, the driver has the first opportunity to identify issues of contamination at the point of generation. To identify and monitor individual Customers' participation and minimize contamination, drivers on Commercial Organics collection routes will be well informed on acceptable and

prohibited materials under the program and will be kept updated if there are any changes to the list acceptable materials. When drivers arrive at the collection location, they will be able to identify the initial indicators of contamination and evaluate the load through a visual inspection. For small amounts of contamination, the driver can leave a tag that indicates the Commercial Organics container was contaminated, provides instructions for calling Customer Service and offers detailed information on the allowable and prohibited materials under the Commercial Organics program. The driver will then use FleetMind to take a photo and log the incident, conveniently attaching a note and a photo to the Customer's account for follow-up by the Outreach team or Customer Service. For large volumes of contamination, drivers will report the location of the contamination to the Route Supervisor immediately who will, in turn, conduct a more thorough inspection of the container. Once the driver has finished their route and delivered the Organic Materials to the Approved Organics Processing Facility, additional contamination may be discovered. The driver can then identify the collection route that was the source of the contamination and pass that information on to the Outreach and Operations teams, which allows strategic outreach and audits when necessary.

- Role of the Customer Service Representative (CSR) | Whether the Participating Agencies select the Base Proposal or any or all of the Alternative Proposals (#1-#4), the role of the Customer Service Team in increasing customer participation does not change. Whenever a phone call is made to Customer Service, the CSR has the opportunity to ask questions, promote the Commercial Organics program, direct the Customer to the GreenWaste website and even email or mail information directly to the Customer. Customer Service also has the ability to query the database and produce reports for the Operations and Outreach teams to conduct direct outreach to potential program subscribers or Customers with chronic issues of contamination.

Outreach & Education Plan | If the Participating Agencies decide to continue and expand a Commercial Organics Collection program, GreenWaste will work with the Participating Agencies to develop a marketing approach to produce effective outreach and promotional strategies that will ensure program success and maximize participation through momentum. Depending on whether the Participating Agencies select the Base Proposal or any or all of the Alternative Proposals (#1-#4), the role of the Outreach Team in increasing customer participation and identifying contamination will vary.

For additional information on GreenWaste's targeted approach to Public Education and Outreach as it relates to the Commercial Organics Collection Program under Base Services, please refer to Section 2.C | Public Education & Outreach.

For additional information on GreenWaste's targeted approach to Public Education and Outreach as it relates to the Commercial Organics Collection Program under Alternative #4: Expanded Public Education & Outreach, please refer to Section 3.4 | Expanded Public Education & Outreach.

3.C Expanded Residential Bulky Item Reuse Events

Program Overview | GreenWaste is pleased to offer an Expanded Residential Bulky Item Reuse Event Program that incorporates all the convenience, sustainability goals and diversion priorities outlined in GreenWaste's comprehensive Bulky Item and Reusable Materials Collection Program, discussed in detail in Section 2.B | Bulky Item Reuse Collections of the Base Proposal. GreenWaste's Expanded Residential Bulky Item Reuse Event Program meets the goals and parameters outlined in Required Alternative Proposal #3 and as further described in Exhibit B-1 and Exhibit B-2, and offers additional benefits beyond the minimum requirements.

Expanded Services | GreenWaste's Expanded Residential Bulky Item Reuse Event Program standardizes this program by increasing the number of collection events offered to Customers each calendar year to three (3), expanding the program to include Multi-family Residents and refocusing this program on the recovery and proper handling of bulky and re-usable materials rather than for periodic extra material. In addition to accomplishing these objectives, GreenWaste is offering to increase the volume and/or quantities of the items accepted at each event under the program and to make this expanded program even more convenient for Customers. Rather than waiting up to five (5) business days for their normal collection day or the day the bulky item collection vehicle(s) will next be in the Customer's "Bulky Item and Reusable Material Collection Zones," (as described in Section 2.B | Bulky Item Reuse Collections), Customers can schedule their collection appointment anytime throughout the year on a Monday through Friday schedule. As long as the Customer contacts Customer Service at least 24-hours in advance of their requested date of service, GreenWaste will provide this service on the Customer's requested service date to ensure customer convenience and prompt service. GreenWaste will strategically route the scheduled bulky item pick-ups each day, taking into consideration the characterization of items to be picked up and the efficient delivery to the Approved Processing Facilities, in order to minimize the carbon footprint of the program.

The most significant differences between the Base Proposal's Bulky Item Reuse Collections Program and GreenWaste's expanded program are summarized below:

	Base Proposal – Current Services Provided Bulky Item Reuse Collections	Parameters of Required Alternative Proposal #3 Expanded Residential Bulky Item Reuse Events	GreenWaste's Expanded Program Provided at No Additional Charge
Eligible Customers	Single-Family Residential	Single-Family Residential Multi-Family Residential	Single-Family Residential Multi-Family Residential
Number of Events Per Calendar Year	Varied	Standardized Each Customer is Offered three (3) Events Per Year	Standardized Each Customer is Offered three (3) Events Per Year
Scheduling	Service Provided within Five (5) Business Days of Customer Request	Service Provided within Five (5) Business Days of Customer Request	Service Provided within 24-hours of Customer Request

Quantities and/or Volumes of Acceptable Materials	Up to one (1) cubic yard of Reusable Materials; and Up to three (3) E-Waste or U-Waste items; and Up to one (1) Appliance or Bulky Item	Up to one (1) cubic yard of Reusable Materials; and Up to three (3) E-Waste or U-Waste items; and Up to one (1) Appliance or Bulky Item	Up to two (2) cubic yards of Reusable Materials; and Up to five (5) E-Waste or U-Waste items; and Up to two (2) Appliances or Bulky Items* *Appliances containing Freon count as two (2) items*

Acceptable Items | GreenWaste is offering to expand the volumes and quantities of materials accepted under the Expanded Program from each eligible Customer during each Bulky Item and Reusable Material Collection Event:

- ✓ *Up to two (2) cubic yards of Reusable Materials; and*
- ✓ *Up to five (5) E-Waste items or U-Waste items; and*
- ✓ *Up to two (2) Appliances[1] or Bulky Item (Appliances containing Freon count as two (2) items)*

Acceptable Material Types | Materials accepted under this Expanded Program are identical to those accepted under GreenWaste's Base Proposal as described in Section 2.B | Bulky Item Reuse Collections.

Prohibited Materials | Materials not accepted for collection under this Expanded Program are identical to those accepted under GreenWaste's Base Proposal as described in Section 2.B | Bulky Item Reuse Collections.

Scheduling Collection Appointments | In order to make this service the most convenient for Customers, GreenWaste will arrange for the pick-up of Bulky Items and Reusable Materials Events *by appointment* at the Customer's convenience. Customers can schedule their collection appointment anytime throughout the year on a Monday through Friday schedule and do not need to wait for their normal collection day nor will they need to wait for the day the bulky item collection vehicle(s) will be in their "Bulky Item and Reusable Material Collection Zones" (as described in Section 2.B | Bulky Item Reuse Collections). As long as the Customer contacts Customer Service 24-hours in advance of their requested date of service, GreenWaste will provide this service on the Customer's requested service date to ensure customer convenience and prompt service.

The process followed by GreenWaste's Customer Service Representative (CSR) in scheduling collection appointments and determining the eligibility of material to be collected remains identical to the process outlined in GreenWaste's Base Proposal, as described in Section 2.B | Bulky Item Reuse Collections: Scheduling Collection Events.

Characterization of Materials | The process followed by GreenWaste CSRs to characterize materials in order to maximize re-use and re-purposing of materials under this Expanded Program remains identical to the process outlined in GreenWaste's Base Proposal, as described in Section 2.B | Bulky Item Reuse Collections: Characterization of Materials.

[1] *For safety reasons, refrigerators and/or freezers must have the doors secured closed with duct tape or a similar tape or doors must be removed and placed beside the item.*

Items Requiring Special or Alternative Collection | The process followed by GreenWaste's CSR to offer solutions for eligible items requiring special or alternative collection under this Expanded Program are identical to those accepted under GreenWaste's Base Proposal, as described in Section 2.B | Bulky Item Reuse Collections.

Collection Methodology | The collection methodology to be implemented under this Expanded Program is identical to the collection methodology under GreenWaste's Base Proposal as described in Section 2.B | Bulky Item Reuse Collections.

Real-Time Data Exchange| As is described in Section 2.B | Bulky Item Reuse Collections, GreenWaste is offering the Participating Agencies the innovative on-truck data management system, FleetMind, that allows for real-time data tracking, connectivity with Tower (the database system used by Customer Service & Accounting), geo-locating activities and attaching notes and photos to accounts. FleetMind reduces the opportunity for inconsistencies between the Customer and GreenWaste as it serves to document pick-up times, missed set-outs, additional material set-out and other items that may include additional charges. Use of FleetMind ensures Customers are charged accurately for services rendered and also ensures Participating Agencies receive the franchise fees to which they are entitled. A detailed description of the FleetMind system, including visual aids, is included in Section 2.H | Existing Management and Customer Service Systems.

Maximizing Reuse & Diversion | The process, protocols and methodology to be utilized to maximize re-use and diversion under this Expanded Program is identical to the process, protocols and methodology under GreenWaste's Base Proposal, as described in Section 2.B | Bulky Item Reuse Collections.

Public Education & Outreach | The Public Education & Outreach approach to support this Expanded Program is detailed in Section 2.C | Public Education & Outreach, Section 2.D | Customer Service, and Section 2.E | Billing and if selected, Section 3.D | Expanded Public Education & Outreach.

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5 Environmental Considerations

Included in this section are the environmental enhancements GreenWaste has implemented across its various operations. Also included are environmental considerations planned for the collection operations for servicing the Participating Agencies. The following sections include:

- ✓ 5.A | Vehicle Air Emission Impacts and Fueling Proposal
- ✓ 5.B | Facility Environmental Compliance
- ✓ 5.C | Environmental Enhancements

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5.A Vehicle Air Emissions Impacts and Fueling Proposal

GreenWaste demonstrates a commitment to environmental initiatives by selecting a brand new 100% CNG-fueled collection vehicle fleet for servicing the Participating Agencies. As is described in Section 2.A | Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection within sub-section 2.A.ii.b | Vehicles, GreenWaste recognizes the benefits of CNG, which include domestic production, noise reduction, and cost efficiency in the long term. Below is the Proposal Collection Vehicle fleet:

Proposed Collection Vehicles

Participating Agency	Service Recipient	Type	Chassis Manufacturer	Fuel Type	Body Manufacturer	Capacity	Quantity	Cost	Age	Crew Size
Carmel	Single Family Residence	Semi Auto Sideloader	Peterbilt 320	CNG	Heil MultiTask	30yd	1	$345,000	New	1
	Single Family Residence	Semi Auto Rear Loader	Peterbilt 320	CNG	Heil Dura Pack	25yd	3	$295,000	New	2
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.35	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.168	$288,000	New	1
Del Rey Oaks	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	0.556	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.098	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.22	$288,000	New	1
Marina	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	3.1	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	1.785	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.645	$288,000	New	1
Pacific Grove	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	4.9	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	1.0175	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.55	$288,000	New	1
Pebble Beach	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	3.375	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.15	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.566	$288,000	New	1
Sand City	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	0.07	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	0.3	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.25	$288,000	New	1
Seaside	Single Family Residence	Automated Sideloader	Peterbilt 320	CNG	Heil ASL	30yd	5	$345,000	New	1
	Commercial	Front Loader	Peterbilt 320	CNG	Heil Freedom	40yd	2.25	$340,000	New	1
	Roll Off	Roll Off	Peterbilt 320	CNG	Galbreath	0-40yd	0.6	$288,000	New	1

Air Emissions | Collection vehicles will meet all State of California Air Resources Control Board regulations and will comply with all Federal, State, and local laws, regulations, and proposed legislations not only at commencement, but also throughout the term of the Agreement. GreenWaste's Environmental Compliance Officer, as referenced in Section 1.D | Key Personnel, will be responsible for ensuring that all vehicles remain in compliance with all environmental regulations throughout the term of the Agreement. In fact, GreenWaste has an excellent vehicle compliance record and proactively seeks opportunities to improve upon its collection fleet. For instance, in 2012, GreenWaste retired 10 older (Tier 0) wheeled loaders used to collect yardwaste in the City of San Jose and replaced them with 10 new (Tier 3) wheeled loaders utilizing grant funding from the Bay Area Air Quality Management District (BAAQMD) and its Carl Moyer Grant

Program. GreenWaste was not required to retire these machines; however, GreenWaste felt it was important to be a proactive environmental leader and to reduce GHG emissions.

- Emissions Reduction Plan | GreenWaste will significantly reduce fleet emissions by utilizing Compressed Natural Gas (CNG) engines in collection vehicles utilized in the Participating Agencies. CNG burning engines emit nearly eighty-percent (80%) fewer carbon monoxide emissions and offer greater fuel efficiencies than traditional diesel powered engines. Manufacturer specification brochures on the proposed vehicles are included in Section 9 | Attachments. Also, vehicle sizes and types have been carefully chosen for the purpose of maximizing collection efficiency and minimizing environmental impacts. By reducing vehicle passes on city streets, emissions and noise concerns will also be greatly reduced. Supervisor and outreach staff vehicles will be hybrid light duty trucks and passenger cars, which emit fewer GHG emissions and have increased fuel economy. GreenWaste's efforts to reduce GHG emissions and protect the health of the communities it serves is also described in the upcoming Section 5.C | Environmental Enhancements.

Age & Replacement Schedule | All collection vehicles in service for the Participating Agencies will have an average vehicle life of 10 or less years throughout the term of the contract. GreenWaste will replace collection vehicles as necessary in order to maintain compliance with all State of California Air Resources Control Board regulations and all Federal, State, and local laws, regulations, and proposed legislations.

Inspection and Maintenance | GreenWaste will inspect each vehicle twice daily to ensure all equipment is operating properly and safely. Under the supervision of the Operations Manager and Maintenance Manager, a Driver Vehicle Inspection Report (DVIR) is completed both pre-trip and post-trip for each and every collection vehicle. Preventative maintenance is performed on a regular basis and is based on hours of vehicle use. GreenWaste understands that regular maintenance will result in minimized costs for compliance. Participating Agency Contract Managers may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

Alternative Fuel | While the use of alternative fueled vehicles is not required, GreenWaste believes the use of CNG engines is much more efficient in the long-term and will result in an estimated forty-five-percent (45%) cost savings compared to diesel fuel. To this end, GreenWaste is supportive of and proposes to work with Clean Energy and the MRWMD to design and construct a CNG fueling station at the MRWMD site. The CNG fueling system GreenWaste proposes will be both a Fast-Fill and Time-Fill CNG fueling system that fuels either right away or overnight. With the Time-Fill system, drivers park their vehicles in their designated stall. The K-Rail in the center holds the fueling hose, which is inserted into the tank and the CNG begins filling the tank overnight. When the driver returns the next day, the vehicle is fueled and ready to operate. This fueling system is proving to be a much more efficient use of driver time, doesn't require additional space, and is proving to be much more cost-effective than utilizing public fueling stations. Included in Section 9 | Attachments is a Clean Energy brochure.

- CNG Fueling Contingency Plan | The proposed CNG fueling station includes multiple compressors for back-up, so an alternate CNG fueling station is not foreseen to be necessary. However, in the event that the CNG fueling system at the MRWMD is unavailable, the PG&E Salinas Service Center will be utilized.

Benefits | GreenWaste has selected the proposed collection vehicles due to the benefits they present to both the environment and the well-being of the communities of the Participating Agencies.

- Compressed Natural Gas (CNG) Collection Vehicles | CNG fuel reduces engine noise, lowers the impact on air quality, and reduces the carbon footprint of collection operations. Use of CNG eliminates potential spillage issues, protecting storm water quality. CNG is domestically produced and readily available, which assists in local energy security and supports the local economy.
- Vehicle Noise Minimization Plan | CNG vehicles are much quieter than standard diesel engines and will significantly reduce the amount of vehicle noise generated during collection. GreenWaste strictly maintains all vehicles to ensure that they operate at optimum efficiency and ensure that engines are much quieter. Vehicles servicing commercial districts will be routed in a manner to avoid producing noise impacts when driving through residential districts during early morning hours.

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5.B Facility Environmental Compliance

Demonstrated Experience | GreenWaste, its sister company Zanker Road Resource Management (Zanker), and their newest endeavor Zero Waste Energy Development Company (ZWEDC) have extensive and demonstrated experience in the development of new facilities and adaptations and upgrades to existing facilities. From the acquisition of land and negotiation of leases for facilities to the environmental clearance and permitting of the first dry fermentation anaerobic digestion facility in the United States, the GreenWaste Family of Companies have successfully developed the following types of facilities:

- ✓ *Administrative offices*
- ✓ *Operations and maintenance yards*
  - ✓ *Fueling facilities*
  - ✓ *Truck wash*
  - ✓ *Paint booths*
- ✓ *Transfer stations*
- ✓ *Material recovery facilities*
- ✓ *Outdoor resource recovery operations*
- ✓ *Composting operations*
- ✓ *Landfill operations*
- ✓ *Anaerobic digestion facility*
- ✓ *Public infrastructure improvements (sanitary sewer, potable water, reclaimed water, power, …)*

Facility Development for Participating Agencies | GreenWaste will execute a lease for the building and space within the District's property not committed to fill area for the build out of a Corporation Yard and Maintenance Facility to be utilized for servicing the Participating Agencies. This development will accommodate GreenWaste's collection operations, CNG fueling station, maintenance activities, vehicle and employee parking, container storage and repair, and administrative offices. Please refer to Section 2.J | Corporation Yard and Maintenance Facilities for a detailed description of the proposed facility development for servicing the Participating Agencies.

Ability to Respond to Issues | GreenWaste is well poised to develop and respond to any and all issues identified during the environmental review, entitlement and permitting a new Corporation Yard and Maintenance Facility, whether on the Monterey Regional Waste Management District property or a new site. GreenWaste has experience working collaboratively with regulatory issues with Federal, State and Local regulatory agencies (both elected bodies and staff), environmental organizations, community groups and special districts. Specifically, GreenWaste has direct experience with the following regulatory permitting processes and approvals:

- ✓ *Site Investigations*
  - ✓ *Phase I/II Investigations*
  - ✓ *Drilling Permits for Geotechnical Site Investigation & Groundwater Monitoring Wells*
  - ✓ *Biological Clearances: City of San Jose, USFWS, DFG, ACoE*
  - ✓ *Erosivity Waivers: Site Investigation and Construction*
  - ✓ *Statements of Exemption for Geotechnical Investigations*
- ✓ *Environmental Clearances through California Environmental Quality Act (CEQA)*

- ✓ *Initial Studies*
- ✓ *Negative Declarations*
- ✓ *Mitigated Negative Declarations*
- ✓ *Environmental Impact Reports*

✓ *Land Use Permits & Approvals*

- ✓ *Special Use Permits*
- ✓ *Planned Development Permits*
- ✓ *Zoning Changes*
- ✓ *Groundwater Monitoring Plan Approvals*
- ✓ *Administrative Decision on Landfill Closure*
- ✓ *Closure-Post Closure Land Use Development Approvals*
- ✓ *Preliminary and Jurisdictional Determinations*
- ✓ *Section 7 Consultations*

✓ *Construction Permits & Approvals*

- ✓ *Grading & Drainage Permits*
- ✓ *Building Construction Permits*
- ✓ *Stormwater Approvals: SWPPPs & NPDES*
- ✓ *Industrial Waste Discharge Permits*
- ✓ *Waste Discharge Requirements*
- ✓ *Fire Department Clearances & Approvals*

✓ *Public Infrastructure Improvements*

- ✓ *Electricity & Natural Gas Connections*
- ✓ *Potable Water Connections*
- ✓ *Reclaimed Water Permits and Approvals*

✓ *Facility Operational Permits*

- ✓ *Solid Waste Facilities Permits: RCSIs, TPRs, JTDs*
- ✓ *California Air Resources Board: Authority to Construct*
- ✓ *Hazardous Material Storage & Handling approvals*

GreenWaste is also prepared to develop new and/or significantly adapt any existing facilities as needed or in the event new technologies become available.

Dry Fermentation Anaerobic Digestion Facility | Most recently, Zero Waste Energy Development Company (ZWEDC), comprised of GreenWaste and its sister company Zanker, secured more than 40 separate permits and approvals to construct the first commercial scale dry fermentation anaerobic digestion facility in the United States. The process of gaining clearances, approvals and permits was incredibly complicated and perplexing to all those involved in the project, including regulatory agencies, engineers, geologists, and other professional consultants as no regulatory path existed for this first of its kind facility. Below is a description of the site and the process developed to navigate a regulatory path that would lay the foundation for future projects to be permitted. The challenges that were encountered and overcome to construct this project included, but were certainly not limited to:

- ✓ *Gaining environmental clearances for new technology;*
- ✓ *Obtaining land use approvals to develop a former landfill;*
- ✓ *Ensuring the protection of sensitive public resources;*

- ✓ *Finding creative solutions to obtain landfill closure status on a site that was never issued WDRs;*
- ✓ *Transferring the technology from the German technology to US engineering standards; and,*
- ✓ *Securing permits to construct a facility designed to generate and capture methane in an enclosed building.*

The ZWEDC AD Facility project is located on a former landfill owned by the City of San Jose, leased by ZWEDC. During the site investigation and lease negotiation process, it was discovered that the former landfill had never been formally closed. The Regional Water Quality Control Board required a Phase I/II site investigation be conducted on the site and determined that because Waste Discharge Requirements (WDR) had never been issued for the site, they were unsure how to regulate the site and make a formal determination on closure. ZWEDC then designed a comprehensive and extensive site investigation and pro-actively engaged the regulatory agencies and interested environmental and community organizations. Once the site investigation plan was approved and the work was complete, the RWQCB ultimately issued an Administrative Decision on Landfill Closure in lieu of a formal Title 27 Landfill Closure. ZWEDC then began the Closure / Post Closure Land Use Development Application through the Local Enforcement Agency (LEA) and the California Department of Resources Recycling and Recovery (CalRecycle). During this time, the conceptual design and construction document development for the site improvements, public improvements and building plans were underway. ZWEDC undertook a Coordinated Permit Application process through the City of San Jose that required collaborative and simultaneous review of all site development infrastructure improvement and building construction documents. Once LEA and CalRecycle approved the Closure / Post-Closure Land Use Application, the City of San Jose was able to issue the permits to begin site development, infrastructure improvement and facility construction activities. Construction is well underway and the first large-scale dry fermentation anaerobic digestion facility in the United States is slated to be open for commercial operations in late 2013.

The procedure for permitting and beginning construction on this process took approximately four (4) years as no regulatory path existed for closing the landfill, transferring the technology, permitting the construction of and ongoing operations of the facility. As demonstrated by the tenacity and commitment to secure approvals and permits to build the ZWEDC project, GreenWaste is confident in its abilities to develop and respond to any and all issues identified during the environmental review, entitlement and permitting of any project undertaken.

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5.C Environmental Enhancements

Whether it is the use of alternative-fueled vehicles, "state-of-the-art" organics recovery and recycling facilities, or progressive sustainability programs, GreenWaste continuously "*thinks outside the box*" and pushes the envelope when dealing with solid waste management practices. GreenWaste integrates sustainability into all aspects of business including the safety, engagement and happiness of employees. In addition, GreenWaste strives to minimize environmental impacts and to maximize charitable contributions and activities to local communities. As the company mantra suggests, GreenWaste is a "*brighter shade of green*" and it is a goal that through GreenWaste's programs, every one of its partners, including the Participating Agencies, will exceed all mandated recycling goals, including AB 341. GreenWaste's comprehensive approach is detailed in the section below and its full program is published in the first GreenWaste/Zanker Sustainability Report, included in Section 9 | Attachments.

GreenWaste/Zanker Sustainability Report

GreenWaste and its sister company, Zanker Road Resource Management, Ltd. (Zanker), have published their first Sustainability Report outlining the initiatives that have been taken internally to reduce the environmental impacts of operations, highlighting the companies' focus on community programs and displaying the companies' efforts to create a safe and engaging work environment for employees. Through this process, GreenWaste/Zanker has set benchmarks in specific categories to ensure responsible and sustainable business growth. The GreenWaste/Zanker Sustainability Report focuses on leadership in collection and processing technology, innovation in diversion programs amongst the industry's haulers and processors, and addresses many headline issues in California, including Climate Change, Zero Waste, and Sustainable Communities.

GreenWaste is making strides towards achieving the goals in its Sustainability Report through the following programs and initiatives:

Commitment to Sustainability | The published Sustainability Goals of GreenWaste are outlined below.

Material Processing Operations

M.01 Achieve operational efficiency of 0.07 metric tons of CO_2e emitted per ton processed by 2015.
M.02 Manage over 1,200,000 tons of materials annually by 2015.
M.03 Strive for zero waste at all facilities.
M.04 Receive zero Local Enforcement Agency violations at all facilities.
M.05 Implement a carpet collection and recycling program for the communities GreenWaste serves.

Green Building and Energy

G.01 Expand lighting retrofits throughout all facilities.
G.02 Conduct a feasibility study for a CNG fueling station at one (or more) GreenWaste facility.
G.03 Exceed air quality compliance standards for the GreenWaste fleet.
G.04 Certify all facilities as Green Businesses by 2015.
G.05 Implement a semi-annual auditing plan for GreenWaste's green office program.
G.06 Track and maximize water efficiency at all processing facilities.

G.07 Transition all non-collection company vehicles into hybrid/alternative fueled.
G.08 Replace 30% of diesel powered equipment with cleaner energy options.
G.09 Strive to decrease sub haulers' GHG emissions by 50%.
G.10 Reduce employee vehicle trips by 25% by encouraging carpooling, busing and biking to work.
G.11 Utilize electrical power from clean, renewable sources to the extent possible.
G.12 Achieve 100% compliance with GreenWaste's Environmentally Preferable Purchasing Policy (EPPP).
G.13 Obtain LEED Gold™ on all new qualified construction projects.

Employee Safety and Work Environment

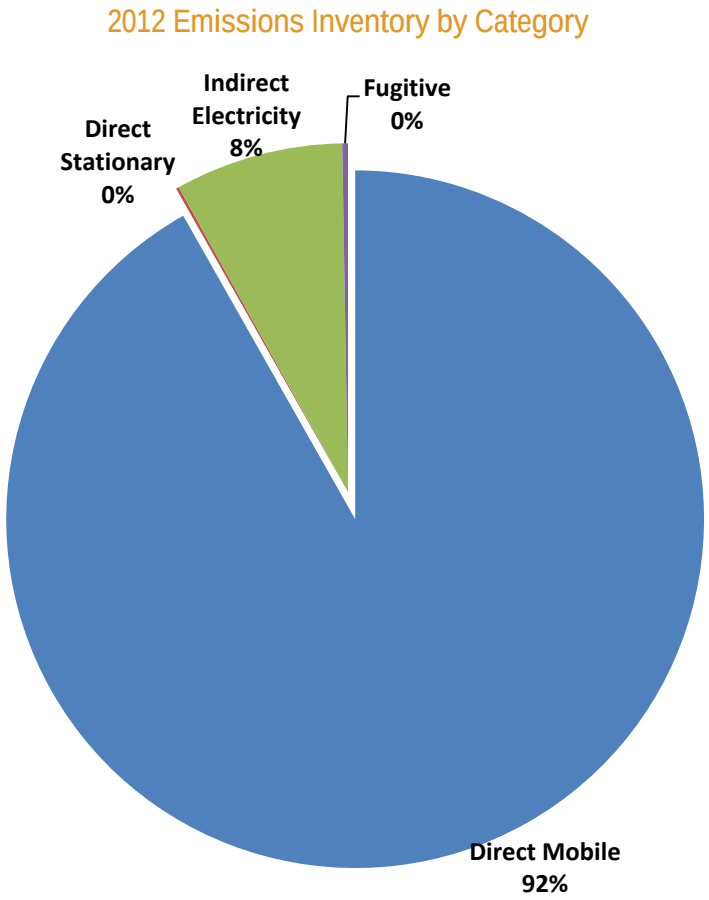
E.01 Strive for zero lost time work place injuries.
E.02 Incorporate charitable activities into employee engagement and appreciation programs.
E.03 Incorporate environmentally sustainable activities into employee appreciation programs.
E.04 Maintain industry leading health and safety policies for on the job safety.
E.05 Expand employee equipment and vehicle training, cross-training and certification programs.
E.06 Encourage upward mobility for high potential employees.
E.07 Have 100% of the management team serve on community boards and/or commissions.

Climate Action Planning | GreenWaste publically reports all greenhouse gas (GHG) emissions in order to reveal the climate impact of collection and processing operations, and to help develop strategies towards becoming a more environmentally sustainable company. GreenWaste is committed to providing environmentally sustainable collection and processing operations for the more than 250,000 residential and commercial customers serviced. The breadth of operations puts GreenWaste in a unique position to transform and integrate processes to help meet GHG reduction goals as well as the statewide goals described in AB 32.

Carbon Footprint Measurement & Management | In order to further the transparency of its commitment to the environment, GreenWaste voluntarily reports and verifies its GHG emissions inventories through The Climate Registry (TCR). GreenWaste is a current member of TCR and has reported its entity-wide emissions for calendar years 2008 through 2012[1]. TCR's program requires third-party verification of the publically reported emissions, which ensures accurate and consistent measurement of GHGs. GreenWaste believes managing its GHG emissions is one of its most important environmental goals, as reducing GHG impacts also help to reduce other environmental impacts. In order to best manage its GHG emissions, GreenWaste needed a baseline from which it now evaluates the company's impacts.

GreenWaste's largest sources of emissions in 2012 were mobile emissions from vehicles (92%), followed by indirect emissions from electricity usage (8%) as shown in the graph below. GreenWaste is continually looking at ways to reduce emissions from both sources, and has already started to do so by using lower carbon fuels, such as CNG and biodiesel, and by utilizing energy efficient equipment.

[1] *The CY2012 inventory is currently undergoing the third-party verification process.*



GreenWaste will continue to report GHG emissions, allowing for accurate measures of how its Sustainability Programs impact the Carbon Footprint of its numerous collections and processing operations. Additionally, this reporting allows GreenWaste Management to understand the implications of AB 32 policy changes, City requirements and other regulations on its carbon footprint and operations. This will enable GreenWaste to continue to provide competitive services as energy costs rise, and demonstrate corporate accountability and responsibility during a time when carbon, energy, recycling, and waste regulations are continuing to evolve.

Waste Diversion Goals & Avoided GHG Emissions | GreenWaste has demonstrated a commitment to environmental initiatives by significantly exceeding the recycling and waste diversion expectations set by many of the jurisdictions it serves. GreenWaste is currently diverting over eighty percent (80%) of all material collected and processed from being landfilled, which facilitates GHG emission reductions. GreenWaste further supports GHG emission reductions by:

- ✓ *Recycling and composting the waste managed;*
- ✓ *Recovering valuable organic feedstock for biomass energy;*
- ✓ *Reducing the demand for raw or virgin materials and decreasing overall energy use through re-manufacturing with recycled materials;*
- ✓ *Increasing carbon sequestration by forests by reducing the need for trees for wood and paper*

products;

- ✓ *Creating high quality compost that reduces the demand for water, fertilizer, and other soil inputs;*
- ✓ *Maximizing the compost created from organic discards that results in increased soil carbon storage;*
- ✓ *Calibrating existing and developing new processing systems to create high-caloric feedstock for production of biomass energy; and,*
- ✓ *Reducing the demand for fossil fuels through the development of the first dry fermentation anaerobic digestion facility in the United States.*

GreenWaste has quantified its avoided GHG Emissions using the EPA's WARM Model, which was developed to help solid waste managers evaluate management options with respect to their GHG emissions impact. WARM calculates the emissions impacts of several waste management options (landfill, recycling, composting, and combustion with energy recovery) for 34 separate categories of waste materials. The WARM emission factors are based on an EPA study entitled "Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sinks", originally published in 2002 and now in its 13th edition released in February 2012. In 2011[2] alone, GreenWaste processed over 345,000 tons of incoming material at the GreenWaste MRF in San Jose and of the materials diverted from landfill, the tonnages were distributed among the categories, below:

- ➢ Recycled material 59,952 tons
- ➢ Biomass energy feedstock 40,033 tons
- ➢ Composted material 177,413 tons

The GHG impacts are assessed by using the WARM model to estimate the following categories of emissions:

- ✓ *Avoided emissions from recycling (i.e. reduced resource extraction and wood harvest, reduced manufacturing energy, etc.);*
- ✓ *Avoided fossil fuel emissions from biomass energy production;*
- ✓ *Soil carbon storage from compost application;*
- ✓ *Avoided landfill emissions from organics diversion from the landfill; and,*
- ✓ *Actual landfill emissions from the fraction landfilled minus fossil fuel offsets from landfill gas energy generation.*

When organics are landfilled, not all of the material decomposes. Therefore since some portion remains, CalRecycle's position is that it is technically correct to quantify and report that a portion of carbon stays in a landfill. However, interpreting the carbon stored in a landfill as an offset to landfill methane emissions is inconsistent with greenhouse gas reduction goals and targets in California. Additionally, encouraging landfilling organic materials also runs counter to CalRecycle's goals to remove organics from landfills. Because of this, biogenic carbon storage is not considered an avoided emission in this analysis.

[2] *Calculations to measure the avoided indirect emissions from 2012 operations are currently underway.*

WARM Results | GHG emissions for the categories listed above are shown below.

Note: avoided emissions are negative and are shown in parenthesis.

➢ Avoided emissions from recycling	(155,849)
➢ Avoided fossil emissions from biomass energy	(18,781)
➢ Soil carbon storage from compost application	(74,222)
➢ Landfill emissions from the fraction landfilled =	12,478
Overall GHG impacts (sum of the emissions shown above)	(236,375)

Pursuits to Zero Waste | In order to support GreenWaste's "highest and best use" philosophy and to further develop organics to energy projects and technology, GreenWaste and Zanker recently formed Zero Waste Energy Development Company (ZWEDC) to maximize organics recovery and capture the energy value of food waste and organics. ZWEDC is building the first-of-its-kind in the United States commercial scale dry fermentation Anaerobic Digestion (AD) and In Vessel Composting (IVC) facility in the City of San Jose. Once built, this facility will be the largest operational facility of its kind in the world.

The AD Facility will use a batch AD system that will take organic materials and, through a dry fermentation process, produce a biogas containing 50-60% methane. The technology that will be used is proprietary and has been commercially demonstrated in Germany and other locations for use on the organic fraction of the Municipal Solid Waste (MSW) stream. The AD technology captures carbon dioxide and methane from the controlled composting of organic materials in large airtight containers. The organic material feedstock will be made up of food waste, green waste and the organic portion of the MSW stream from the GreenWaste MRF.

The ZWEDC AD facility will be constructed in three nearly identical phases with each phase capable of processing up to 90,000 tons per year of organic material. The first few stages of the AD process take place in an enclosed building consisting of a receiving area for feedstock material delivery and storage; 16 digesters (i.e., large airtight containers); an engine room for electrical generation; 4 compost curing tunnels; and biogas storage container area. The entire enclosed building is equipped with an air circulation and control system that effectively contains all the air in the building and exhausts air as necessary through a specially designed and constructed biofilter for controlling odors. The biogas generated during the digestion process will be collected, properly stored and processed within the enclosed building. From there, the biogas may be used to power onsite or off-site generators, or cleaned and compressed for use in CNG powered vehicles.

Water Resource Conservation | GreenWaste installed a new, state-of-the-art biodigester at the GreenWaste MRF to process all wash water prior to discharge to the sanitary sewer. GreenWaste's older and outdated wash pad did not require replacement; however, the decision was made to upgrade the system to ensure the wash pad operations were not impacting the local water treatment plant and ultimately, the San Francisco Bay. GreenWaste's new wash pad and biodigester ensures there are zero pollutants discharged from its washing operations. GreenWaste has also planted water efficient landscaping and vegetative swales at its maintenance yard and Watsonville facility to conserve water and naturally treat storm water prior to discharge.

Clean Air Vehicles | In 2012, GreenWaste retired 10 older (Tier 0) wheeled loaders used to collect yardwaste in the City of San Jose and replaced them with 10 new (Tier 3) wheeled loaders utilizing grant

funding from the Bay Area Air Quality Management District (BAAQMD) and its Carl Moyer Grant Program. GreenWaste was not required to retire these machines; however, GreenWaste felt it was important to be proactive environmental leaders, to reduce GHG emissions and to protect the health of the communities it serves.

Emissions Reduction Plan | GreenWaste will significantly reduce fleet emissions by utilizing Compressed Natural Gas (CNG) engines in collection vehicles utilized in the Participating Agencies. CNG burning engines emit nearly eighty-percent (80%) fewer carbon monoxide emissions and offer greater fuel efficiencies than traditional diesel powered engines. Manufacturer specification brochures on the proposed vehicles are included in Section 9 | Attachments. Also, vehicle sizes and types have been carefully chosen for the purpose of maximizing collection efficiency and minimizing environmental impacts. By reducing vehicle passes on city streets, emissions and noise concerns will also be greatly reduced. Supervisor and outreach staff vehicles will be hybrid light duty trucks and passenger cars, which emit fewer GHG emissions and have increased fuel economy.

GreenWaste Carpet Recycling | GreenWaste Carpet Recycling (GWCR) is owned and operated by GreenWaste and collects, analyzes, sorts and processes post-consumer carpeting, padding, commercial broadloom carpet and carpet tiles throughout Northern California. As a proud member of the Carpet America Recovery Effort (C.A.R.E.), GWCR facilities meet and/or exceed the requirements as a C.A.R.E. "Certified Collector". GWCR's first-of-its kind processing facility is located in California and harvests resources from carpet and currently boasts a 95% "zero-to-waste" ratio. The sheered fibers, polypropylene backing strands and calcium carbonate harvested resources are used to manufacturer new carpet, carpet padding, plastic automobile parts, erosion control products, building products, floor tile and other various commodities all in California.

Supporting Sustainable Agriculture

Organics to Compost - A Foundation to Sustainable Food | Organics processed at the GreenWaste MRF are transported to one of two facilities, the ZWEDC AD facility or Z-Best Composting Facility (Z-Best), where they become a valuable soil amendment used in many agriculture applications and landscaping projects throughout Northern and Central California. Not only does this organics to compost program reduce GHG emissions through increased landfill diversion, but the compost also provides additional downstream benefits such as increased carbon sequestration of soils, water usage reduction, soil erosion prevention, and a reduction in synthetic fertilizer use. Using CARB's Technical Document[3] GreenWaste can estimate the water, fertilizer and soil savings that are achieved by operations described below.

Reducing Water Usage in Agriculture | When compost is applied, the density of the soil decreases, which allows more water to be stored in the spaces between particles. Compost acts as a sponge, reducing the overall amount of watering needed. All efforts in water conservation are significant as water scarcity has become a dominant concern in the State of California (as well as many other Western States). Furthermore, pumping and transporting water requires enormous amounts of energy (resulting in GHG emissions) and impacts surrounding ecosystems. Fortunately, these effects can be mitigated through the use of compost. From 2009 to 2011, application of compost (generated from organics processed at the GreenWaste MRF and composted at Z-Best) has assisted in a savings between 84 - 575 million gallons of

[3] *Method for Estimating Greenhouse Gas Emissions Reductions from Compost from Commercial Organic Waste, published November 14, 2011.*

water[4]. GreenWaste's projections show that by 2015, GreenWaste may be able to assist in the cumulative savings of 73,610 metric tons of carbon dioxide equivalents.

Reducing Fertilizer Usage & Keeping Soils Healthy | The application and use of compost plays an important role in decreasing soil erosion and reducing the amount of chemical fertilizer needed to enhance the productivity of soil. Preventing erosion by enhancing soil helps to conserve the naturally occurring nutrient-rich top layer of soil. Additionally, stopping this loss protects local waterways and ecosystems that can be severely damaged from the release of silt, fertilizer, pesticides and herbicides in the environment. Lastly, compost helps maintain the healthy balance of organisms that soils need to remain fertile, reducing the need for chemical fertilizers.

Compost also assists in the battle against climate change by reducing GHG emissions and environmental impacts. By reducing the amount of synthetic fertilizers needed, the amount of virgin materials required for those fertilizers is reduced, and energy is saved in the harvesting and processing of these virgin materials. Healthy soil captures carbon that may otherwise escape into the environment as carbon dioxide. Again, using CARB's Technical Document GreenWaste has been able to measure the decrease in soil erosion and reduced fertilizer consumption resulting from the use of compost from Z-Best from 2009 to 2011, and the projected potential future impacts of its operations. From 2009 to 2011 use of Z-Best compost has saved over 67,000 tons of soil from being eroded and prevented almost 17,000 tons of fertilizers from being used.

Green Business Certification

GreenWaste has implemented many sustainable business practices that focus on environmental stewardship and sustainability and have worked with the Santa Clara County Green Business Program to certify a number of their offices throughout the Bay Area. The GreenWaste headquarters in San Jose and the GreenWaste of Palo Alto office are both Green Business Certified, exemplifying environmentally sound office practices that include use of recycled content supplies, increased energy efficiency, internal waste reduction, water conservation, and use of non-toxic products. GreenWaste's Watsonville Operations and Transfer Facility is currently being reviewed under the Monterey Bay Green Business Program and GreenWaste commits to applying for Green Business accreditation through the Monterey Bay Green Business Program for any facilities developed or upgraded under this Agreement.

Zero Waste Policy | GreenWaste enforces zero waste office policies. All employees are encouraged to participate and are provided with education and training to assist in understanding the importance of recycling and composting. In order to most efficiently and effectively implement GreenWaste's internal recycling program, the Outreach team created signage, ensured that adequate and appropriate containers were conveniently located in all GreenWaste buildings, and conducted multi-lingual training for each department. In addition, the janitorial staff was trained to identify contamination and to maintain proper separation of materials, allowing GreenWaste to control both the front and back end of the program.

Environmentally Preferable Purchasing Policy | To ensure the success and efficiency of GreenWaste's zero waste policy, a company-wide Environmentally Preferable Purchasing Policy (EPPP) is in place. GreenWaste has developed a purchasing list for commonly used office, cleaning and break-room supplies, encouraging the purchase of products that contain recycled content to conserve energy and water whenever possible. By incorporating environmental considerations in purchasing, GreenWaste is actively reducing

[4] *The CARB Technical Document provides a range of water savings from the use of compost.*

the impact of its operations on the environment, avoiding unnecessary hazards, protecting public health, reducing costs and liabilities, and helping develop and support markets for environmentally responsible products. As a secondary benefit, GreenWaste's goal is for the EPPP to also assist in energy, water and material resources savings as well as a reduction in long-term operating and maintenance costs. The following are key concepts of GreenWaste's EPPP that have been implemented.

Recycled Content, Recyclable Materials, Waste Reduction & Reuse

- ✓ *All offices will utilize a minimum of 30% post-consumer recycled content paper products;*
- ✓ *All offices will have recycling bins for easy access recycling;*
- ✓ *Internal waste reduction and reuse protocol(s) will be in affect;*
- ✓ *Paperless invoicing and bill payment are actively encouraged;*
- ✓ *Enable duplex feature on printers and copiers;*
- ✓ *Use of rechargeable batteries; and,*
- ✓ *Encourage reusable and washable utensils and supplies.*

Energy Efficient Operations

- ✓ *Electronic equipment (computers, copiers, printers, faxes, etc.) will be Energy Star compliant and turned off at the end of each day;*
- ✓ *Installation of newer, efficient equipment;*
- ✓ *Use of occupancy sensors for office lighting;*
- ✓ *Use of task lighting; and,*
- ✓ *Enable power saving feature on all office equipment.*

Water & Resource Conservation

- ✓ *Design, construction, and daily operations will be incorporated at GreenWaste facilities; and,*
- ✓ *Whenever possible, non-toxic products will be used.*

Additional Environmentally Sustainable Practices

- ✓ *Alternatively-fueled collection vehicles with reduced emissions;*
- ✓ *Hybrid/Electric company vehicles; and,*
- ✓ *Routing specifically designed and recalibrated to increase route efficiencies in order to reduce vehicle miles traveled.*

These environmentally friendly practices demonstrate that GreenWaste practices what it preaches and is a true environmental leader. Prior to commencement of services in the Participating Agencies, GreenWaste will develop and implement an EPPP at its new facility located at the MRWMD that meets the specifications required by the Agency Contract Manager. A copy of the GreenWaste Environmentally Preferable Purchasing Policy is included in Section 9 | Attachments.

EXHIBIT G2:
CONTRACTOR'S PROPOSAL
COST BASIS FOR PROPOSAL

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Form 1

General Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

Pacific Grove Base Services

A. Method of Collection (e.g. manual, semi-automatic, fully automated, split body, etc.)	
1. Solid Waste Carts	Automated single compartment
2. Recyclable Material Carts	Automated single compartment
3. Organic Material Carts	Automated single compartment
4. Solid Waste Bins	Semi-automated single compartment
5. Recyclable Material Bins	Semi-automated single compartment
6. On-Call Bulky Item Reuse Collection	Semi-automated single compartment and flat bed truck with lift gate
B. Collection Vehicle Manufacturer , Model #, and Year (for each vehicle to be used)	
1. Solid Waste Carts	2014/15 Peterbilt 320 CNG with Automated Sideloader Body
2. Recyclable Material Carts	2014/15 Peterbilt 320 CNG with Automated Sideloader Body
3. Organic Material Carts	2014/15 Peterbilt 320 CNG with Automated Sideloader Body
4. Solid Waste Bins	2014/15 Peterbilt 320 CNG with Front Loader Body
5. Recyclable Material Bins	2014/15 Peterbilt 320 CNG with Front Loader Body
6. Solid Waste Drop Box	2014/15 Peterbilt 320 CNG with Galbreath Hook Lift
7. Recyclable Materials Drop Box	2014/15 Peterbilt 320 CNG with Galbreath Hook Lift
8. Organic Materials Drop Box	2014/15 Peterbilt 320 CNG with Galbreath Hook Lift
9. C&D Drop Box	2014/15 Peterbilt 320 CNG with Galbreath Hook Lift
10. On-Call Bulky Item Reuse Collection	2014/15 Peterbilt 320 CNG with Flat Bed Body

Form 1

General Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

Pacific Grove Base Services

C. Container Manufacturer and Specifications	
1. Carts	Rehrig Pacific in sizes 20g, 35g, 65g and 95g carts
2. Bins	Consolidated Fabricators in sizes 1yd, 2yd, 3yd, 4yd, 6yd and 8yd bins
3. Drop Box	Consolidated Fabricators in sizes 10yd, 20yd, 30yd, and 40yd bins
D. Support Facilities	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facilities	Marina Regional Waste Management District 14201 Del Monte Blvd. Marina CA.
2. Address of administrative office	Marina Regional Waste Management District 14201 Del Monte Blvd. Marina CA.
3. Address of billing office	1500 Berger Dr. San Jose, CA 95112
4. Address of customer service office	Marina Regional Waste Management District 14201 Del Monte Blvd. Marina CA.

Operating Statistics
Proposer Name: GreenWaste Recovery, Inc.

Form 2

City of Pacific Grove Base Services

	REPORT FOR 12-MONTH PERIOD	Carts (Form 6A)			Bins (Form 6B)			Drop Box (Form 6C)				Other (Form 6D)	
	From August 1, 2015 To July 31, 2016	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Commercial Organics	Solid Waste	Recyclable Materials	Organic Materials	C&D	On-Call Bulky Program	TOTAL
1	**Account Information**												
	# of weekly accounts/customers	5851	5943	4589	326	90	100	3	3	0.6	7		16,913
	Labor Information												
2	# of regular route personnel	1.820	1.500	1.000	0.650	0.300	0.20	0.110	0.100	0.020	0.264	0.248	6.21
3	Labor hours/day/person	8.00	8.00	9.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	89.00
4	**Total labor hours/year**	3,786	3,120	2,340	1,352	624	416	229	208	42	549	516	13,181
	Route Information												
	# of routes per												
5	Weekday	1.82	1.50	1.00	0.65	0.30	0.20	0.10	0.10	0.02	0.23	0.23	6.15
6	Saturday				0.25								0.25
7	Sunday												
	# of persons/route per												
8	Weekday	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	11.00
9	Saturday												
10	Sunday												
	# of route hours/day/route per												
11	Weekday	7.00	7.00	8.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	78.00
12	Saturday												
13	Sunday												
	# of route hours/year per												
14	Weekday	3,312	2,730	2,080	1,183	546	364	182	182	36	419	419	11,453.00
15	Saturday												
16	Sunday												
17	Total	3,312	2,730	2,080	1,183	546	364	182	182	36	419	419	11,453.00
18	# of FTE routes	1.59	1.31	1.00	0.57	0.26	0.18	0.09	0.09	0.02	0.20	0.20	5.51
19	Total # of setouts/ day for all routes	1,111.00	950.88	642.00			20.00					1.00	
20	# of setouts/ day/FTE route	697.65	724.48	642.00			114.29					4.97	
21	# of setouts/ week	5,555.00	4,754.40	3,210.00			100.00					5.00	
22	# of drive-bys/week	5,851.00	5,943.00	4,589.00			100.00					5.00	
23	Set out rate (%)	95%	80%	70%			100%					100%	
24	# of lifts/ week for all routes				326	80							
25	# of lifts/ year for all routes				16,952	4,160							
26	# of lifts/route hour				14.33	7.62							
27	# of pulls/week for all routes							3	3	0.6	7		
28	# of pulls/year for all routes							156			364		
29	# of pulls/route hour							0.86			0.87		
	Vehicle Information												
30	# of regular collection vehicles (from Form 4)	1.82	1.50	1.00	0.65	0.30	0.20	0.10	0.10	0.02	0.23	0.23	6.15
31	# of spare collection vehicles (from Form 4)	2.10	1.70	1.10	0.71	0.31		0.12	0.12	0.02	0.30	0.23	6.70
32	**Total # of collection vehicles**	3.92	3.20	2.10	1.36	0.61	0.20	0.22			0.53	0.46	12.85
33	# of annual gallons used in collection vehicles												
	Tonnage Information (annual)												
34	Solid waste collected	4,528.92	-	-	2,537.70	-		301.04	-	-	-	-	7,367.66
35	Recyclable materials collected	-	1,362.37	-	-	626.96		-	159.60	-	-	3.09	2,152.02
36	Organic materials collected	-	-	2,798.69	-	-	520.00	-	-	114.95	-	-	3,433.64
37	C&D collected	-	-	-	-	-		-	-	-	1,319.26	2.55	1,321.81
38	**Total Collected**	4,529	1,362	2,799	2,538	627	520.00	301	160	115	1,319	6	14,275.13
39	Processing residue disposed	-	6.61	27.99	-	31.30	5.00	-	-	-	306.37	0.58	377.85
40	**Net Diverted (Line 35+36+37-39)**		1,356	2,771		596	515.00		160	115	1,013	5	6,529.42
											Projected Diversion Rate		45.7%

Agenda No. 11B
Attachment 2, Page 27 of 54

Proposed Labor Requirements **City of Pacific Grove Base Services**

Proposer Name: GreenWaste Recovery, Inc.

Route Personnel Headcount (include fraction of employee)	**# of Regular Personnel**	**# of Casual/Pool**	**Total**
Solid Waste Carts	1.820	0.200	2.020
Recyclable Materials Carts	1.500	0.200	1.700
Organic Materials Carts	1.000	0.100	1.100
Solid Waste Bins	0.650	0.100	0.750
Recyclable Materials Bins	0.300	0.050	0.350
Drop Box Solid Waste	0.110		0.110
Drop Box Recyclable Materials	0.100		0.100
Drop Box Organic Materials	0.020		0.020
Drop Box C&D Materials	0.264	0.050	0.314
On-Call Bulky Program	0.248	0.000	0.248
Subtotal Route Personnel	**6.012**	**0.700**	**6.712**

Other Personnel Headcount (include fraction of employee allocated to each Participating Agency)	Indicate below the Form # and Category where employee wages and benefits are included (e.g., # 6D - Container Maintenance). Alternatively indicate if part of Corporate Overhead charge.	**# of Employees**
Chief Executive Officer/Chief Financial Officer		
General Manager		
Operations Manager	6E Overhead	0.230
Route Supervisor Cart Service	6E Overhead	0.077
Route Supervisor Bin Service	6E Overhead	0.077
Route Supervisor Drop Box	6E Overhead	0.077
Dispatcher	6E Overhead	0.464
Operations Clerk		
Container Distribution	6E Overhead	0.106
Container Maintenance/Welder	6E Container Maintenance	0.499
Maintenance Supervisor		
Shop Foreman	6E Vehicle Maintenance	0.232
Maintenance Mechanic	6E Vehicle Maintenance	0.232
Maintenance Personnel		
Shop Clerk		
Yard Personnel	6E Overhead	0.232
Controller		
Staff Accountant		
Office Manager	6E Overhead	0.232
Accounting Clerk		
Customer Service Supervisor		
Customer Service Representatives	6E Overhead	0.928
Receptionist		
Safety Manager		
Recycling Manager		
Recycling Center Personnel		
Recycling/Public Education Coordinator	6E Overhead	0.464
Public Education Manager/Community Relations Manager	6E Overhead	0.232
Other (specify): Loader Operator	6E Overhead	0.232
Other (specify): _____		
Other (specify): _____		
Subtotal Other Personnel		**4.313**
	Total ALL Personnel	**11.025**

Capital Requirements **Form 4** **City of Pacific Grove Base Services**

Proposer Name: GreenWaste Recovery, Inc.

Collection Vehicles	Total Actual	Total Spare	Total Total	Proposed Cost During Contract Term
Solid Waste Carts	1.820	0.280	2.100	$ 759,000
Recyclable Materials Carts	1.500	0.200	1.700	$ 759,000
Organic Materials Carts	1.000	0.100	1.100	$ 379,500
Solid Waste Bins	0.650	0.060	0.710	$ 221,000
Recyclable Materials Bins	0.300	0.0075	0.308	$ 68,000
Drop Box Solid Waste	0.100	0.015	0.115	$ 24,000
Drop Box Recyclable Materials	0.100	0.015	0.115	$ 24,000
Drop Box Organic Materials	0.020		0.020	$ 4,800
Drop Box C&D Materials	0.230	0.070	0.300	$ 55,200
On-Call Bulky Program	0.230		0.230	$ 28,750
Subtotal	5.950	0.7475	6.698	**$ 2,323,250**
Other Vehicles				
Pickup Trucks	0.460		0.460	$ 18,400
Container Distribution	0.630		0.630	$ 78,750
Mobile Service Truck	0.230		0.230	$ 23,000
Other (specify): Outreach Vehicle	0.777		0.777	$ 24,150
Other (specify): Cat 924 Loader	0.172		0.172	$ 51,750
Other (specify):			0.000	
Subtotal	2.269	0.000	2.269	**$ 196,050**
			Total Vehicle Cost	**$ 2,519,300**
Containers				
Cart service				
Solid Waste 20-gallon	731	15	746	$ 31,384
Solid Waste 32- or 35-gallon	3218	64	3282	$ 121,318
Solid Waste 64-gallon	1287	26	1313	$ 61,315
Solid Waste 96-gallon	614	12	626	$ 32,122
Recyclable Material 64-gallon	5350	107	5457	$ 254,828
Recyclable Material 96-gallon	594	12	606	$ 31,073
Organic Material 64-gallon	459	9	468	$ 21,859
Organic Material 96-gallon	4130	83	4213	$ 215,943
Subtotal	16383	328	16711	**$ 769,842**
Bin service				
1 cubic yard	17		17	$ 7,491
2 cubic yards	131	3	134	$ 69,883
3 cubic yards	50	1	51	$ 30,498
4 cubic yards	42		42	$ 29,484
6 cubic yards	7		7	$ 5,880
8 cubic yards			0	
Subtotal	247	4	251	**$ 143,236**
Drop Box service				
10 cubic yards	2		2	$ 8,582
15 cubic yards			0	
20 cubic yards	6		6	$ 25,422
25 cubic yards				
30 cubic yards	6		6	$ 31,704
35 cubic yards			0	
40 cubic yards	4		4	$ 22,916
Other (specify): _____			0	
Other (specify): _____			0	
Subtotal	18	0	18	**$ 88,624**
Other Containers				
Kitchen Food Scraps Pail			0	
Multi-family Personal Recycling Bin			0	
Bins for Indoor Use for Commercial Customers			0	
Subtotal	0	0	0	$ -
			Total Container Cost	**$ 1,001,703**
Other				
Offices				$ 17,250
Corporation Yard/Maintenance				
Container Storage Yard				
Shop Equipment				$ 34,500
Fueling Equipment				$ 0
Computer, phone and Office Equipment				$ 30,130
On board vehicle computers				$ 180,427
Facility build-out				$ 46,000
			Total Other Cost	**$ 308,307**
Total Cost				**$ 3,829,310**

Form 5

Summary of Contractor's Compensation
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

RATE PERIOD 1	Carts (Form 6A)			Bins (Form 6B)			Drop Box (Form 6C)				6D)	
From August 1, 2015 To July 31, 2016	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Commercial Organics	Solid Waste	Recyclable Materials	Organic Materials	C&D	On-Call Bulky Program	TOTAL
Annual Cost of Operations												
Labor-Related Costs	$153,284	$126,333	$104,881	$51,947	$23,976	$15,976	$9,264	$8,422	$1,684	$22,235	$20,887	$538,889
Vehicle-Related Costs	$20,618	$17,524	$12,304	$7,199	$3,144	$2,222	$1,140	$1,053	$214	$2,721	$2,362	$70,500
Fuel Costs	$33,585	$32,098	$17,093	$10,630	$3,422	3,528	$1,531	$1,575	$353	$3,500	$4,057	$111,373
Other Costs	$29,376	$25,454	$17,953	$7,047	$2,985	$2,409	$785	$745	$156	$2,320	$1,340	$90,570
Direct Depreciation	$67,009	$69,660	$41,153	$21,267	$7,549	$10,104	$2,916	$2,796	$559	$6,837	$1,917	$231,768
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$262,859	$262,859	$131,430	$76,537	$23,550	$5,482	$8,312	$8,312	$1,662	$19,117	$9,957	$810,078
Total Allocated Costs - Depreciation & Start-Up	$15,602	$15,602	$7,801	$4,543	$1,398	$1,018	$493	$493	$142	$1,135	$591	$48,820
Total Annual Cost of Operations	$582,334	$549,530	$332,615	$179,170	$66,025	$40,739	$24,441	$23,397	$4,771	$57,864	$41,110	$1,901,996
Profit	$111,788	$105,400	$63,940	$34,568	$12,779	$7,150	$4,698	$4,495	$916	$11,112	$7,190	$364,036
Pass-Through Costs												
Disposal Cost	$234,372	$342	$1,448	$131,326	$1,620	$0	$15,579	$0	$0	$15,855	$30	$400,572
Processing Costs	$0	($54,495)	$83,961	$0	($25,078)	$21,840	$0	($6,384)	$3,448	$63,654	($0)	$86,946
Interest Expense	$21,610	$22,465	$13,272	$6,358	$2,935	2,172	$941	$856	$171	$2,259	$618	$73,658
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$20,339	$20,339	$10,169	$5,922	$1,822	$0	$643	$643	$129	$1,479	$770	$62,256
Total Pass-Through Costs	$276,321	($11,348)	$108,851	$143,606	($18,701)	$24,012	$17,163	($4,885)	$3,748	$83,247	$1,418	$623,432
Total Costs before Agency Fees*	$970,443	$643,582	$505,406	$357,345	$60,102	$71,901	$46,302	$23,006	$9,435	$152,224	$49,718	$2,889,464
Agency Fees												
Franchise Fee	---	---	---	---	---	---	---	---	---	---	---	$332,068
Administrative Fee	---	---	---	---	---	---	---	---	---	---	---	$0
AB 939 Fee	---	---	---	---	---	---	---	---	---	---	---	$0
Household Hazardous Waste Fee	---	---	---	---	---	---	---	---	---	---	---	$0
Vehicle Impact Fee	---	---	---	---	---	---	---	---	---	---	---	$0
Litter Abatement Fee	---	---	---	---	---	---	---	---	---	---	---	$131,167
Total Agency Fees	---	---	---	---	---	---	---	---	---	---	---	$463,235
Bulky Item Credit												($26)
1% Savings												($32,527)
Total Proposed Annual Costs	---	---	---	---	---	---	---	---	---	---	---	$3,320,146

Form 6

Collection Cost Proposal

Proposer Name: GreenWaste Recovery, Inc. **Pacific Grove**

SUMMARY (Total Costs from Forms 6A through 6D)

	Proposed Cost for Rate Period 1 From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)	
Regular Wages	$304,671
Overtime Wages	$21,366
Holiday Wages	$10,848
Vacation Wages	$23,976
Sick Leave Wages	$8,199
Workers Compensation Insurance Premiums	$18,271
Workers Compensation Claims	$0
Health & Welfare	$86,613
Pension/ Retirement Benefits	$31,226
Payroll Taxes	$32,017
Other (Please List)	$1,701
Total Labor Related-Costs	$538,889
Vehicle-Related Costs (do **not** include depreciation)	
Tires & Tubes	$19,693
Parts & Supplies (fluid, oil, etc.)	$37,342
Outside Repairs	$699
Taxes & Licenses	12,767
Other (Please List)	$0
Total Vehicle-Related Costs	$70,500
Fuel Costs	111,373
Other Costs	
Liability & Property Damage Insurance	19,547
Supplies	$30,794
Training & Safety Programs	$757
Uniforms	$10,005
Tires & Tubes	$7,534
Parts & Supplies (fluid, oil, etc.)	$10,681
Outside Repairs	$844
Taxes & Licenses	$4,653
Other (Please List)	$5,756
Total Other Costs	$90,570
Direct Depreciation	
Container Depreciation	$70,944
Route Vehicle Depreciation	$160,823
Annualized Cost of Existing Container Acquisition	$0
Other Depreciation	$0
Total Direct Depreciation	$231,768
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**	
From General and Administrative (6E)	$662,933
From Vehicle Maintenance (6E)	$87,714
From Container Maintenance (6E)	$59,431
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$810,078

Form 6

Collection Cost Proposal

Proposer Name: GreenWaste Recovery, Inc. **Pacific Grove**

SUMMARY (Total Costs from Forms 6A through 6D)

			Proposed Cost for Rate Period 1 From August 1, 2015 To July 31, 2016
Allocated Costs - **Depreciation and Start-Up Costs**			
From General and Administrative (6E)			$39,080
From Vehicle Maintenance (6E)			$4,447
From Container Maintenance (6E)			$5,293
Total Allocated Costs - Depreciation and Start-Up Costs			$48,820
Total Annual Cost of Operations			$1,901,996
Profit (% Operating Ratio; i.e. 95%):	83.8	%	$364,036
Pass-Through Costs			
Disposal Cost	$ 51.75	/ton	$400,572
Processing Costs			
Recyclables Processing Costs	$ (40.00)	/ton	($86,081)
Food Scraps	$ 30.00	/ton	$21,840
Green Waste Processing Costs	$ 30.00	/ton	$87,409
C&D Processing Costs	$ 48.25	/ton	$63,777
Total Net Processing Costs			$86,946
Processing Costs			
Interest Expense			73,658
Other Items			
Bulky Item Credit			($26)
1% Savings			($32,527)
Total Other Costs			($32,553)
Allocated Lease Costs			
From General and Administrative (6E)			$59,129
From Vehicle Maintenance (6E)			$1,434
From Container Maintenance (6E)			$1,693
Total Allocated Lease Costs			$62,256
Total Pass-Through Costs			$590,879
Total Cost Before Agency Fees			**$2,856,911**
Agency Fees			
Franchise Fee	10%		$332,068
Administrative Fee			
AB 939 Fee			
Household Hazardous Waste Fee			
Vehicle Impact Fee			
Litter Abatement Fee	3.95%		$131,167
Total Agency Fees			$463,235
Total Proposed Annual Cost			**$3,320,146**

Form 6A

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

CART SERVICE COSTS	SOLID WASTE	RECYCLABLE MATERIALS	ORGANIC MATERIALS	TOTAL
	Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)				
Regular Wages	$ 88,924	$ 73,289	$ 54,967	$ 217,179
Overtime Wages	$ 3,505	$ 2,889	$ 11,328	$ 17,723
Holiday Wages	$ 3,116	$ 2,568	$ 1,926	$ 7,609
Vacation Wages	$ 6,886	$ 5,675	$ 4,256	$ 16,818
Sick Leave Wages	$ 2,355	$ 1,941	$ 1,455	$ 5,751
Workers Compensation Insurance Premiums	$ 5,160	$ 4,253	$ 3,494	$ 12,907
Workers Compensation Claims				$ -
Health & Welfare	$ 24,875	$ 20,502	$ 15,376	$ 60,753
Pension/ Retirement Benefits	$ 8,968	$ 7,391	$ 5,543	$ 21,903
Payroll Taxes	$ 8,994	$ 7,413	$ 6,260	$ 22,668
Other (boots, gloves & ear-plugs)	$ 501	$ 413	$ 275	$ 1,188
Total Labor Related-Costs	$ 153,284	$ 126,333	$ 104,881	$ 384,498
Vehicle-Related Costs (do **not** include depreciation)				
Tires & Tubes	$ 5,656	$ 4,661	$ 3,496	$ 13,813
Parts & Supplies (fluid, oil, etc.)	$ 10,725	$ 8,839	$ 6,629	$ 26,193
Outside Repairs	$ 201	$ 165	$ 124	$ 490
Taxes & Licenses	$ 4,037	$ 3,858	$ 2,054	$ 9,949
Other (Please List)				$ -
Total Vehicle-Related Costs	$ 20,618	$ 17,524	$ 12,304	$ 50,445
Fuel Costs	$ 33,585	$ 32,098	$ 17,093	$ 82,777
Other Costs				
Liability & Property Damage Insurance	$ 6,075	$ 5,806	$ 3,092	$ 14,974
Supplies	$ 12,608	$ 10,392	$ 7,794	$ 30,794
Training & Safety Programs	$ 217	$ 179	$ 134	$ 531
Uniforms	$ 2,873	$ 2,368	$ 1,776	$ 7,017
Postage	$ 1,677	$ 1,381	$ 1,036	$ 4,094
Printed Forms	$ 3,030	$ 2,498	$ 1,873	$ 7,401
Licenses & Fees	$ 242	$ 200	$ 150	$ 592
Outside Services	$ 1,336	$ 1,101	$ 826	$ 3,264
Property Taxes	$ 1,316	$ 1,529	$ 1,272	$ 4,117
Total Other Costs	$ 29,376	$ 25,454	$ 17,953	$ 72,783

Form 6A

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

CART SERVICE COSTS		SOLID WASTE	RECYCLABLE MATERIALS	ORGANIC MATERIALS	TOTAL
		Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016	Rate Period 1 From August 1, 2015 To July 31, 2016
Direct Depreciation					
Container Depreciation		$ 16,409	$ 19,060	$ 15,853	$ 51,323
Route Vehicle Depreciation		$ 50,600	$ 50,600	$ 25,300	$ 126,500
Annualized Cost of Existing Container Acquisition					$ -
Other Depreciation		$ -	$ -	$ -	$ -
Total Direct Depreciation		$ 67,009	$ 69,660	$ 41,153	$ 177,823
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**					
From General and Administrative (6E)		$ 215,459	$ 215,459	$ 107,730	$ 538,649
From Vehicle Maintenance (6E)		$ 28,276	$ 28,276	$ 14,138	$ 70,690
From Container Maintenance (6E)		$ 19,124	$ 19,124	$ 9,562	$ 47,810
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		$ 262,859	$ 262,859	$ 131,430	$ 657,148
Allocated Costs - **Depreciation and Start-Up Costs**					
From General and Administrative (6E)		$ 12,435	$ 12,435	$ 6,217	$ 31,087
From Vehicle Maintenance (6E)		$ 1,453	$ 1,453	$ 726	$ 3,632
From Container Maintenance (6E)		$ 1,715	$ 1,715	$ 858	$ 4,288
Total Allocated Costs - Depreciation and Start-Up Costs		$ 15,602	$ 15,602	$ 7,801	$ 39,006
Total Annual Cost of Operations		$ 582,334	$ 549,530	$ 332,615	$ 1,464,480
Profit (Enter % Operating Ratio; i.e., 95%):	83.79 %	$ 111,788	$ 105,400	$ 63,940	$ 281,128
Pass-Through Costs					
Disposal Cost	$ 51.75 / ton	$ 234,372	$ 342	$ 1,448	$ 236,162
Net Processing Costs					
Recyclables Processing Costs	$ (40.00) / ton	$ -	$ (54,495)	$ -	$ (54,495)
Green Waste Processing Costs	$ 30.00 / ton	$ -	$ -	$ 83,961	$ 83,961
C&D Processing Costs	$ 48.25 / ton	$ -	$ -	$ -	$ -
Total Net Processing Costs		$ -	$ (54,495)	$ 83,961	$ 29,466
Interest Expense		$ 21,610	$ 22,465	$ 13,272	$ 57,348
Direct Lease Costs					
Route Vehicles					$ -
Other (Please List)					$ -
Total Direct Lease Costs		$ -	$ -	$ -	$ -
Allocated Lease Costs					
From General and Administrative (6E)		$ 19,317	$ 19,317	$ 9,659	$ 48,293
From Vehicle Maintenance (6E)		$ 469	$ 469	$ 234	$ 1,171
From Container Maintenance (6E)		$ 553	$ 553	$ 277	$ 1,383
Total Allocated Lease Costs		$ 20,339	$ 20,339	$ 10,169	$ 50,847
Total Pass-Through Costs		$ 276,321	$ (11,348)	$ 108,851	$ 373,823
Total Cost		**$ 970,443**	**$ 643,582**	**$ 505,406**	**$ 2,119,431**

Form 6B

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

BIN SERVICE COSTS	SOLID WASTE	RECYCLABLE MATERIALS	COMMERCIAL ORGANICS	TOTAL
	Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1
	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)				
Regular Wages	$28,961	$13,367	$8,910	$51,238
Overtime Wages	$1,252	$578	$385	$2,215
Holiday Wages	$1,113	$514	$342	$1,968
Vacation Wages	$2,459	$1,135	$757	$4,351
Sick Leave Wages	$841	$388	$259	$1,488
Workers Compensation Insurance Premiums	$1,843	$851	$567	$3,261
Workers Compensation Claims				$0
Health & Welfare	$8,884	$4,100	$2,734	$15,718
Pension/ Retirement Benefits	$3,203	$1,478	$986	$5,667
Payroll Taxes	$3,212	$1,483	$988	$5,683
Other (boots, gloves & ear-plugs)	$179	$83	$48	$309
Total Labor Related-Costs	$51,947	$23,976	$15,976	$91,898
Vehicle-Related Costs (do **not** include depreciation)				
Tires & Tubes	$2,020	$932	$622	$3,574
Parts & Supplies (fluid, oil, etc.)	$3,830	$1,768	$1,179	$6,777
Outside Repairs	$72	$33	$22	$127
Taxes & Licenses	1,278	411	399	$2,088
Other (Please List)				$0
Total Vehicle-Related Costs	$7,199	$3,144	$2,222	$12,566
Fuel Costs	10,630	3,422	3,528	$17,580
Other Costs				
Liability & Property Damage Insurance	1,923	619	399	$2,941
Supplies				$0
Training & Safety Programs	$78	$36	$24	$137
Uniforms	$1,026	$474	$316	$1,816
Postage	$599	$277	$1,479	$2,355
Printed Forms	$2,165	$1,000	$17	$3,182
Licenses & Fees	$87	$40	$27	$153
Outside Services	$477	$220	$147	$845
Property Taxes	$693	$320		$1,013
Total Other Costs	$7,047	$2,985	$2,409	$12,442

Form 6B

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

BIN SERVICE COSTS		SOLID WASTE	RECYCLABLE MATERIALS	COMMERCIAL ORGANICS	TOTAL
		Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1
		From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Direct Depreciation					
Container Depreciation		$6,534	$3,015	$4,164	$13,713
Route Vehicle Depreciation		$14,733	$4,533	$5,940	$25,207
Annualized Cost of Existing Container Acquisition					$0
Other Depreciation		$0	$0		$0
Total Direct Depreciation		$21,267	$7,549	$10,104	$38,920
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**					
From General and Administrative (6E)		$62,736	$19,303	$3,425	$85,464
From Vehicle Maintenance (6E)		$8,233	$2,533	$1,163	$11,929
From Container Maintenance (6E)		$5,568	$1,713	$894	$8,176
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		$76,537	$23,550	$5,482	$105,569
Allocated Costs - **Depreciation and Start-Up Costs**					
From General and Administrative (6E)		$3,621	$1,114	$1,018	$5,753
From Vehicle Maintenance (6E)		$423	$130		$553
From Container Maintenance (6E)		$499	$154		$653
Total Allocated Costs - Depreciation and Start-Up Costs		$4,543	$1,398	$1,018	$6,959
Total Annual Cost of Operations		$179,170	$66,025	$40,739	$285,934
Profit (Enter % Operating Ratio; i.e. 95%):	83.79 %	$34,568	$12,779	$7,150	$54,497
Pass-Through Costs					
Disposal Cost	$ 51.75 /ton	$131,326	$1,620		$132,946
Net Processing Costs					
Recyclables Processing Costs	$ (40.00) /ton	$0	($25,078)		($25,078)
Food Scraps	$ 32.00 /ton			$21,840	$21,840
Green Waste Processing Costs	$ 30.00 /ton	$0	$0		$0
C&D Processing Costs	$ 48.25 /ton	$0	$0		$0
Total Net Processing Costs		$0	($25,078)	$21,840	($3,238)
Interest Expense		6,358	2,935	2,172	$11,465
Direct Lease Costs					
Route Vehicles					$0
Other (Please List)					$0
Total Direct Lease Costs		$0	$0	$0	$0
Allocated Lease Costs					
From General and Administrative (6E)		$5,625	$1,731		$7,355
From Vehicle Maintenance (6E)		$136	$42		$178
From Container Maintenance (6E)		$161	$50		$211
Total Allocated Lease Costs		$5,922	$1,822	$0	$7,744
Total Pass-Through Costs		$143,606	($18,701)	$24,012	$148,917
Total Cost		**$357,345**	**$60,102**	**$71,901**	**$489,348**

Form 6C

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

DROP BOX COSTS	SOLID WASTE	RECYCLABLE MATERIALS	ORGANIC MATERIALS	C&D	TOTAL
	Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1
	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)					
Regular Wages	$5,375	$4,886	$977	$12,899	$24,136
Overtime Wages	$212	$193	$39	$508	$951
Holiday Wages	$188	$171	$34	$452	$846
Vacation Wages	$416	$378	$76	$999	$1,869
Sick Leave Wages	$142	$129	$26	$342	$639
Workers Compensation Insurance Premiums	$312	$284	$57	$749	$1,401
Workers Compensation Claims					$0
Health & Welfare	$1,503	$1,367	$273	$3,608	$6,752
Pension/ Retirement Benefits	$542	$493	$99	$1,301	$2,434
Payroll Taxes	$544	$494	$99	$1,305	$2,441
Other (boots, gloves & ear-plugs)	$30	$28	$6	$73	$136
Total Labor Related-Costs	$9,264	$8,422	$1,684	$22,235	$41,606
Vehicle-Related Costs (do **not** include depreciation)					
Tires & Tubes	$342	$311	$62	$820	$1,535
Parts & Supplies (fluid, oil, etc.)	$648	$589	$118	$1,556	$2,911
Outside Repairs	$12	$11	$2	$29	$54
Taxes & Licenses	138	142	32	315	$627
Other (Please List)					$0
Total Vehicle-Related Costs	$1,140	$1,053	$214	$2,721	$5,128
Fuel Costs	1,531	1,575	353	3,500	$6,959
Other Costs					
Liability & Property Damage Insurance	253	260	58	579	$1,150
Supplies					$0
Training & Safety Programs	$13	$12	$2	$32	$59
Uniforms	$174	$158	$32	$417	$780
Postage	$101	$93	$19	$669	$882
Printed Forms	$9	$8	$2	$60	$79
Licenses & Fees	$15	$13	$3	$35	$66
Outside Services	$81	$73	$15	$194	$363
Property Taxes	$139	$127	$25	$335	$626
Total Other Costs	$785	$745	$156	$2,320	$4,006

Form 6C

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

DROP BOX COSTS		SOLID WASTE	RECYCLABLE MATERIALS	ORGANIC MATERIALS	C&D	TOTAL
		Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1	Rate Period 1
		From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Direct Depreciation						
Container Depreciation		$1,316	$1,196	$239	$3,157	$5,908
Route Vehicle Depreciation		$1,600	$1,600	$320	$3,680	$7,200
Annualized Cost of Existing Container Acquisition						$0
Other Depreciation		$0	$0	$0	$0	$0
Total Direct Depreciation		$2,916	$2,796	$559	$6,837	$13,108
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**						
From General and Administrative (6E)		$6,813	$6,813	$1,363	$15,670	$30,658
From Vehicle Maintenance (6E)		$894	$894	$179	$2,056	$4,023
From Container Maintenance (6E)		$605	$605	$121	$1,391	$2,721
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		$8,312	$8,312	$1,662	$19,117	$37,403
Allocated Costs - **Depreciation and Start-Up Costs**						
From General and Administrative (6E)		$393	$393	$79	$904	$1,769
From Vehicle Maintenance (6E)		$46	$46	$9	$106	$207
From Container Maintenance (6E)		$54	$54	$54	$125	$287
Total Allocated Costs - Depreciation and Start-Up Costs		$493	$493	$142	$1,135	$2,264
Total Annual Cost of Operations		$24,441	$23,397	$4,771	$57,864	$110,473
Profit (Enter % Operating Ratio; i.e. 95%):	83.79 %	$4,698	$4,495	$916	$11,112	$21,364
Pass-Through Costs						
Disposal Cost	$ 51.75 /ton	$15,579	$0	$0	$15,855	$31,434
Net Processing Costs						
Recyclables Processing Costs	$ (40.00) /ton	$0	($6,384)	$0	$0	($6,384)
Green Waste Processing Costs	$ 30.00 /ton	$0	$0	$3,448	$0	$3,448
C&D Processing Costs	$ 48.25 /ton	$0	$0	$0	$63,654	$63,654
Total Net Processing Costs		$0	($6,384)	$3,448	$63,654	$60,718
Interest Expense		941	856	171	2,259	$4,227
Direct Lease Costs						
Route Vehicles						$0
Other (Please List)						$0
Total Direct Lease Costs		$0	$0	$0	$0	$0
Allocated Lease Costs						
From General and Administrative (6E)		$611	$611	$122	$1,405	$2,749
From Vehicle Maintenance (6E)		$15	$15	$3	$34	$67
From Container Maintenance (6E)		$17	$17	$3	$40	$79
Total Allocated Lease Costs		$643	$643	$129	$1,479	$2,894
Total Pass-Through Costs		$17,163	($4,885)	$3,748	$83,247	$99,273
Total Cost		**$46,302**	**$23,006**	**$9,435**	**$152,224**	**$231,111**

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

CART SERVICE COSTS	ANNUAL CLEAN-UP PROGRAM Rate Period 1 From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)	
Regular Wages	$12,117
Overtime Wages	$478
Holiday Wages	$425
Vacation Wages	$938
Sick Leave Wages	$321
Workers Compensation Insurance Premiums	$703
Workers Compensation Claims	
Health & Welfare	$3,390
Pension/ Retirement Benefits	$1,222
Payroll Taxes	$1,226
Other (boots, gloves & ear-plugs)	$68
Total Labor Related-Costs	$20,887
Vehicle-Related Costs (do **not** include depreciation)	
Tires & Tubes	$771
Parts & Supplies (fluid, oil, etc.)	$1,461
Outside Repairs	$27
Taxes & Licenses	102
Other (Please List)	
Total Vehicle-Related Costs	$2,362
Fuel Costs	4,057
Other Costs	
Liability & Property Damage Insurance	482
Supplies	
Training & Safety Programs	$30
Uniforms	$392
Postage	$203
Printed Forms	$19
Licenses & Fees	$33
Outside Services	$182
Property Taxes	$0
Total Other Costs	$1,340
Direct Depreciation	
Container Depreciation	
Route Vehicle Depreciation	$1,917
Annualized Cost of Existing Container Acquisition	
Other Depreciation	$0
Total Direct Depreciation	$1,917
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**	
From General and Administrative (6E)	$8,161
From Vehicle Maintenance (6E)	$1,071
From Container Maintenance (6E)	$724
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$9,957
Allocated Costs - **Depreciation and Start-Up Costs**	
From General and Administrative (6E)	$471
From Vehicle Maintenance (6E)	$55
From Container Maintenance (6E)	$65
Total Allocated Costs - Depreciation and Start-Up Costs	$591

Form 6D

Total Annual Cost of Operations			$41,110
Profit (Enter % Operating Ratio; i.e. 95%):	83.79	%	$7,190
Pass-Through Costs			
Disposal Cost	$ 51.75	/ton	$30
Net Processing Costs			
Recyclables Processing Costs	$ (40.00)	/ton	($123)
Green Waste Processing Costs	$ 30.00	/ton	$0
C&D Processing Costs	$ 48.25	/ton	$123
Total Net Processing Costs			($0)
Interest Expense			618
Direct Lease Costs			
Route Vehicles			
Other (Please List)			
Total Direct Lease Costs			$0
Allocated Lease Costs			
From General and Administrative (6E)			$732
From Vehicle Maintenance (6E)			$18
From Container Maintenance (6E)			$21
Total Allocated Lease Costs			$770
Total Pass-Through Costs			$1,418
Total Cost			**$49,718**

Form 6E

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

PROPOSED ALLOCATED COST	GENERAL AND ADMINISTRATIVE	VEHICLE MAINTENANCE	CONTAINER MAINTENANCE
	Rate Period 1	Rate Period 1	Rate Period 1
	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Labor-Related Costs (include regular & pool personnel)			
Regular Wages	187,694	31,038	16,434
Overtime Wages	8,902	3,104	1,643
Holiday Wages	2,739	955	506
Vacation Wages	2,162	1,194	316
Sick Leave Wages	2,054	716	379
Workers Compensation Insurance Premiums	3,614	1,792	933
Workers Compensation Claims			
Health & Welfare	41,501	5,510	5,267
Pension/ Retirement Benefits	14,292	1,986	1,899
Payroll Taxes	17,218	3,050	1,684
Other (boots, gloves & ear-plugs)			
Total Labor Related-Costs	$280,176	$49,345	$29,061
Vehicle-Related Costs			
Tires & Tubes	-	294	294
Parts & Supplies (fluid, oil, etc.)	-	17,348	4,672
Outside Repairs	-	2,298	77
Taxes & Licenses	210	166	276
Parts & Supplies (fluid, oil, etc.)	-	-	-
Total Vehicle-Related Costs	$210	$20,105	$5,318
Fuel Costs	22,534	10,396	21,041
Other Costs			
Liability & Property Damage Insurance	1,833	1,113	1,777
Equipment Insurance	-		
Rent	-	421	-
Utilities	5,310	255	-
Telephone	9,829	166	166
Postage & Mailing	2,693	-	-
Equipment Rent	1,608	-	-
Repairs & Maintenance	1,340	-	-
Outside Services	5,540	-	-
Travel	766	-	-
Dues & Subscriptions	523	-	-
Donations	3,766	-	-
Software & Software Maintenance	166	-	-
Non-vehicle Related Supplies	18,922	243	153
Non-vehicle Related Taxes & Licenses	2,770	-	-
Training & Safety Programs	128	115	26
Initial Public Education & Outreach	-		
Continuing Public Education & Outreach	9,484		
Uniforms	-	4,149	996
Bad Debt	26,381		
Performance Bond	$8,972		
Corporate Overhead Charge (Please List)	256,334		
Property Taxes	$221	$244	$0
Total Other Costs	$356,587	$6,705	$3,117
Total Labor, Vehicle, Fuel, and Other Costs	$659,508	$86,551	$58,537
Depreciation (non-route specific) and Start-Up Costs			
Vehicle Depreciation	$5,673	$2,147	$5,250
Start-Up Costs	$7,116		
Other Depreciation	$25,272	$2,300	$0
Total Depreciation and Start-Up Costs	$38,062	$4,447	$5,250
Interest Expense	1,736	1,434	1,693
Lease Costs			
Facility Costs (Please List)	57,393		
Lease Costs (Please List)			
Total Lease Costs	$57,393	$0	$0
Total Costs to be Allocated	$756,698	$92,431	$65,480

Form 6E

Detailed Collection Cost Proposal Information
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

PROPOSED ALLOCATED COST		GENERAL AND ADMINISTRATIVE	VEHICLE MAINTENANCE	CONTAINER MAINTENANCE
		Rate Period 1	Rate Period 1	Rate Period 1
		From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016	From August 1, 2015 To July 31, 2016
Labor, Vehicle, Fuel, & Other Costs Allocated Out	Percentage			
To Solid Waste Carts (6A)	32.67%	$215,459	$28,276	$19,124
To Recyclable Materials Carts (6A)	32.67%	215,459	28,276	19,124
To Organic Materials Carts (6A)	16.33%	107,730	14,138	9,562
To Solid Waste Bins (6B)	9.51%	62,736	8,233	5,568
To Recyclable Materials Bins (6B)	2.93%	19,303	2,533	1,713
To Drop Box Solid Waste (6C)	1.03%	6,813	894	605
To Drop Box Recyclable Materials (6C)	1.03%	6,813	894	605
To Drop Box Organic Materials (6C)	0.21%	1,363	179	121
To Drop Box C&D Materials (6C)	2.38%	15,670	2,056	1,391
To On-Call Bulky Program (6D)	1.24%	8,161	1,071	724
Total Labor, Vehicle, Fuel & Other Costs Allocated Out	100.00%	$659,508	$86,551	$58,537
Depreciation and Start-Up Costs Allocated Out				
To Solid Waste Carts (6A)	32.67%	12,435	1,453	1,715
To Recyclable Materials Carts (6A)	32.67%	12,435	1,453	1,715
To Organic Materials Carts (6A)	16.33%	6,217	726	858
To Solid Waste Bins (6B)	9.51%	3,621	423	499
To Recyclable Materials Bins (6B)	2.93%	1,114	130	154
To Drop Box Solid Waste (6C)	1.03%	393	46	54
To Drop Box Recyclable Materials (6C)	1.03%	393	46	54
To Drop Box Organic Materials (6C)	0.21%	79	9	11
To Drop Box C&D Materials (6C)	2.38%	904	106	125
To On-Call Bulky Program (6D)	1.24%	471	55	65
Total Depreciation and Start-Up Costs Allocated Out	100.00%	$38,062	$4,447	$5,250
Lease Costs Allocated Out				
To Solid Waste Carts (6A)	32.67%	$19,317	$469	$553
To Recyclable Materials Carts (6A)	32.67%	19,317	469	553
To Organic Materials Carts (6A)	16.33%	9,659	234	277
To Solid Waste Bins (6B)	9.51%	5,625	136	161
To Recyclable Materials Bins (6B)	2.93%	1,731	42	50
To Drop Box Solid Waste (6C)	1.03%	611	15	17
To Drop Box Recyclable Materials (6C)	1.03%	611	15	17
To Drop Box Organic Materials (6C)	0.21%	122	3	3
To Drop Box C&D Materials (6C)	2.38%	1,405	34	40
To On-Call Bulky Program (6D)	1.24%	732	18	21
Total Lease Costs Allocated Out	100.00%	$59,129	$1,434	$1,693
Total Allocated Out		$756,698	$92,431	$65,480

Please describe allocation method used (e.g. tonnage, routes, etc.)

Labor, Vehicle, Fuel, & Other Costs Allocated out based on percentage of collection vehicles employed.

Depreciation and Start-Up Costs Allocated out based on percentage of collection vehicles employed.

Form 6F

Start-up Costs
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

RATE PERIOD 1
From August 1, 2015 To July 31, 2016

	Start-up Cost of Operations	TOTAL
	Labor-Related Costs	
1	Regular Wages	35,457
2	Holiday Wages	4,034
3	Vacation Wages	3,626
4	Sick Leave Wages	3,025
5	Workers Compensation Insurance Premiums	1,102
6	Health & Welfare	6,500
7	Pension/ Retirement Benefits	2,190
8	Payroll Taxes	3,788
9	Other (Boots, gloves & ear-plugs)	$0
10		$0
	Subtotal Labor-Related Costs	**$59,722**
	Vehicle-Related Costs	
1	Fuel	$2,087
2		$0
3		$0
4		$0
5		$0
6		$0
7		$0
8		$0
9		$0
10		$0
	Subtotal Vehicle-Related Costs	**$2,087**
	Other Costs	
1	Uniforms	257
2	Introductory Postcard	$3,570
3	New & Expanded Service Notice	$4,366
4	Residential Recycling Guide	$1,518
5	Commercial Recycling Guide	$248
6	Corrective Action Notice	$383
7	MFD Recycling Guide	$392
8	Recycle Buddies	$17,815
9	Poster Set	$9,433
10	Contingency	$5,375
	Subtotal Other Costs	**$43,357**
	Total Start-up Costs	**$105,166**

Term of Contract	**15 years**	
Annual Amortization - Start-up Cost (linked to Form 6E)	**$**	**7,011**

Form 7

Depreciation
Proposer Name: GreenWaste Recovery, Inc.

City of Pacific Grove Base Services

Rate Periods 1 through 15

Depreciation (Projected)		Quantity	Life	Assumed Capital Costs *	ANNUAL DEPRECIATION Rate Period 1	Rate Period 2	Rate Period 3	Rate Period 4	Rate Period 5	Rate Period 6	Rate Period 7	Rate Period 8	Rate Period 9	Rate Period 10
VEHICLES														
YR 1	Vehicles Put in Service	8.97	15	$ 2,519,300	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953
YR 2	Vehicles Put in Service													
YR 3	Vehicles Put in Service													
YR 4	Vehicles Put in Service													
YR 5	Vehicles Put in Service													
YR 6	Vehicles Put in Service													
YR 7	Vehicles Put in Service													
YR 8	Vehicles Put in Service													
YR 9	Vehicles Put in Service													
YR 10	Vehicles Put in Service													
	Subtotal Vehicles	9		$ 2,519,300	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953
CONTAINERS														
YR 1	New Containers	16,980	15	$ 1,001,703	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780
YR 1	Containers Purchased													
YR 2	Containers Purchased													
YR 3	Containers Purchased													
YR 4	Containers Purchased													
YR 5	Containers Purchased													
YR 6	Containers Purchased													
YR 7	Containers Purchased													
YR 8	Containers Purchased													
YR 9	Containers Purchased													
YR 10	Containers Purchased													
	Subtotal Containers	16,980		$ 1,001,703	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780
OTHER														
YR 1			10/15	$ 308,307	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572
YR 2														
YR 3														
YR 4														
YR 5														
YR 6														
YR 7														
YR 8														
YR 9														
YR 10														
	Subtotal Other	-		$ 308,307	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572
	Total Assumed Capital Cost & Depreciation			$ 3,829,310	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306
	Total Allowable Annual Direct Vehicle Depreciation**			n.a.	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953	$ 167,953
	Total Allowable Annual Direct Container Depreciation**			n.a	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780	$ 66,780
	Total Allowable Annual Other Depreciation***			n.a	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572	$ 27,572
				n.a	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306	$ 262,306

* Assumed Capital Costs (column should tie to Form 4).

** Total Allowable Annual Direct Depreciation amount here is to be allocated to direct depreciation for the service categories on Forms 6A through 6D, with the total annual allowable direct depreciation amount on this Form matching the amount that appears on Form 6.

*** Total Allowable Annual Other Depreciation amount here is to be reflected on Form 6E under Depreciation and Start-Up costs in the line item titled "Other Depreciation" and/or allocated to other depreciation for the service categories on Forms 6A through 6D.

Customer Subscription Levels **City of Pacific Grove Base Services**

Single Family Customer Data				
	Number of Containers			
	SW	REC	YT	Total
Curbside				
20	717			717
32	2,834			2,834
64	1,037	4,652	459	6,148
96	264	200	4,393	4,857
Subtotal	**4,852**	**4,852**	**4,852**	**14,556**
Back-/Side-yard				
20	14			14
32	57			57
64	21	98		119
96	6		98	104
Subtotal	**98**	**98**	**98**	**294**
Curbside and Back-yard Combined				
20	731	0	0	731
32	2,891	0	0	2,891
64	1,058	4,750	459	6,267
96	270	200	4,491	4,961
Total	4,950	4,950	4,950	14,850

Multi-Family & Commercial Solid Waste Container Count (# of Containers)									
		Collections per Week							
		1	2	3	4	5	6	CY	TOTAL
Container Size	32	398	6	2	1	0	0	66.53	407
	64	221	25	16	0	0	1	102.97	263
	96	129	6	2	0	2	0	74.61	139
	1	14	1	0	0	0	0	16.00	15
	2	53	23	25	1	0	0	356.00	102
	3	19	15	11	2	1	3	339.00	51
	4	8	4	4	2	1	1	188.00	20
	6	2	2	2	1	0	0	96.00	7
	8							0.00	0
	Total	844	82	62	7	4	5	1239.12	1004

Multi-Family & Commercial Recycling Container Count (# of Containers)									
		Collections per Week							
		1	2	3	4	5	6	CY	TOTAL
Container Size	64	186	1	0	0	0	0	59.56	187
	96	749	45	4	0	5	0	416.32	803
	1	0	0	0	0	0	0	0.00	0
	2	12	17	1	0	0	0	98.00	30
	3	9	5	0	0	0	0	57.00	14
	4	6	7	0	0	0	0	80.00	13
	6	0	0	0	0	0	0	0.00	0
	8							0.00	0
	Total	962	75	5	0	5	0	710.88	1047

Multi-Family & Commercial Organics Container Count (# of Containers)									
		Collections per Week							
		1	2	3	4	5	6	CY	TOTAL
	64	10	5	5				11.09	20
	96	10	5	5				16.63	20
	1	5	2					9.00	7
	2	5	2					18.00	7
	Total	30	14	10	n/a	n/a	0	54.72	54

Roll-Off by Container Size (Commercial)								
	SW		Recycling		Organics		C&D	
	Pulls	Tons	Pulls	Tons	Pulls	Tons	Pulls	Tons
10 CY	13	29	10	20			42	210
15 CY								
20 CY	40	90	41	85	15	54	160	416
25 CY								
30 CY	45	104	60	102	17	62	155	542
35 CY								
40 CY	10	26	56	155			57	254
Total	108	249	167	362	32	116	414	1422

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EXHIBIT G3:
CONTRACTOR'S PROPOSAL
INITIAL RATES FOR COLLECTION SERVICES

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Exhibit G3 - Initial Rates

Residential Rates

Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
RES	Curbside	32	Gal	1	**$ 20.18**	$ 14.95	$ 2.16	$ (0.91)	$ 1.16	$ 2.81
RES	Curbside	64	Gal	1	**$ 30.23**	$ 21.44	$ 4.32	$ (0.91)	$ 1.16	$ 4.22
RES	Curbside	96	Gal	1	**$ 40.21**	$ 27.87	$ 6.48	$ (0.91)	$ 1.16	$ 5.61
RES	Backyard	32	Gal	1	**$ 37.16**	$ 29.56	$ 2.16	$ (0.91)	$ 1.16	$ 5.18
RES	Backyard	64	Gal	1	**$ 47.21**	$ 36.05	$ 4.32	$ (0.91)	$ 1.16	$ 6.59
RES	Backyard	96	Gal	1	**$ 57.19**	$ 42.48	$ 6.48	$ (0.91)	$ 1.16	$ 7.98

Commercial Solid Waste Rates

Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
COM	MSW	32	Gal	1	**$ 17.80**	$ 13.16	$ 2.16	n/a	n/a	$ 2.48
COM	MSW	32	Gal	2	**$ 35.44**	$ 26.17	$ 4.32	n/a	n/a	$ 4.94
COM	MSW	32	Gal	3	**$ 53.05**	$ 39.16	$ 6.48	n/a	n/a	$ 7.40
COM	MSW	32	Gal	4	**$ 71.17**	$ 52.60	$ 8.64	n/a	n/a	$ 9.93
COM	MSW	32	Gal	5	**$ 89.12**	$ 65.89	$ 10.80	n/a	n/a	$ 12.43
COM	MSW	32	Gal	6	**$ 108.13**	$ 80.09	$ 12.96	n/a	n/a	$ 15.08
COM	MSW	64	Gal	1	**$ 39.31**	$ 29.50	$ 4.32	n/a	n/a	$ 5.48
COM	MSW	64	Gal	2	**$ 62.32**	$ 44.99	$ 8.64	n/a	n/a	$ 8.69
COM	MSW	64	Gal	3	**$ 85.34**	$ 60.47	$ 12.96	n/a	n/a	$ 11.91
COM	MSW	64	Gal	4	**$ 95.26**	$ 64.69	$ 17.28	n/a	n/a	$ 13.29
COM	MSW	64	Gal	5	**$ 141.74**	$ 100.36	$ 21.60	n/a	n/a	$ 19.77
COM	MSW	64	Gal	6	**$ 188.21**	$ 136.03	$ 25.92	n/a	n/a	$ 26.26
COM	MSW	96	Gal	1	**$ 56.18**	$ 41.86	$ 6.48	n/a	n/a	$ 7.84
COM	MSW	96	Gal	2	**$ 105.50**	$ 77.82	$ 12.96	n/a	n/a	$ 14.72
COM	MSW	96	Gal	3	**$ 155.15**	$ 114.06	$ 19.44	n/a	n/a	$ 21.64
COM	MSW	96	Gal	4	**$ 204.79**	$ 150.30	$ 25.92	n/a	n/a	$ 28.57
COM	MSW	96	Gal	5	**$ 254.44**	$ 186.54	$ 32.40	n/a	n/a	$ 35.49
COM	MSW	96	Gal	6	**$ 284.03**	$ 205.52	$ 38.89	n/a	n/a	$ 39.62
COM	MSW	1	YD	1	**$ 82.15**	$ 57.06	$ 13.64	n/a	n/a	$ 11.46
COM	MSW	1	YD	2	**$ 136.43**	$ 90.13	$ 27.27	n/a	n/a	$ 19.03
COM	MSW	1	YD	3	**$ 191.46**	$ 123.84	$ 40.91	n/a	n/a	$ 26.71
COM	MSW	1	YD	4	**$ 246.09**	$ 157.21	$ 54.55	n/a	n/a	$ 34.33
COM	MSW	1	YD	5	**$ 300.56**	$ 190.45	$ 68.18	n/a	n/a	$ 41.93
COM	MSW	1	YD	6	**$ 382.20**	$ 247.07	$ 81.82	n/a	n/a	$ 53.32
COM	MSW	2	YD	1	**$ 163.75**	$ 113.63	$ 27.27	n/a	n/a	$ 22.84
COM	MSW	2	YD	2	**$ 300.46**	$ 204.00	$ 54.55	n/a	n/a	$ 41.91
COM	MSW	2	YD	3	**$ 436.89**	$ 294.12	$ 81.82	n/a	n/a	$ 60.95
COM	MSW	2	YD	4	**$ 573.68**	$ 384.56	$ 109.10	n/a	n/a	$ 80.03
COM	MSW	2	YD	5	**$ 710.20**	$ 474.76	$ 136.37	n/a	n/a	$ 99.07
COM	MSW	2	YD	6	**$ 912.61**	$ 621.66	$ 163.64	n/a	n/a	$ 127.31
COM	MSW	3	YD	1	**$ 245.90**	$ 170.69	$ 40.91	n/a	n/a	$ 34.30
COM	MSW	3	YD	2	**$ 436.89**	$ 294.12	$ 81.82	n/a	n/a	$ 60.95
COM	MSW	3	YD	3	**$ 628.36**	$ 417.97	$ 122.73	n/a	n/a	$ 87.66
COM	MSW	3	YD	4	**$ 819.77**	$ 541.77	$ 163.64	n/a	n/a	$ 114.36
COM	MSW	3	YD	5	**$ 1,010.76**	$ 665.20	$ 204.55	n/a	n/a	$ 141.00
COM	MSW	3	YD	6	**$ 1,294.82**	$ 868.73	$ 245.47	n/a	n/a	$ 180.63
COM	MSW	4	YD	1	**$ 300.54**	$ 204.06	$ 54.55	n/a	n/a	$ 41.92
COM	MSW	4	YD	2	**$ 573.42**	$ 384.33	$ 109.10	n/a	n/a	$ 79.99
COM	MSW	4	YD	3	**$ 846.67**	$ 564.92	$ 163.64	n/a	n/a	$ 118.11
COM	MSW	4	YD	4	**$ 1,120.12**	$ 745.67	$ 218.19	n/a	n/a	$ 156.26
COM	MSW	4	YD	5	**$ 1,393.10**	$ 926.02	$ 272.74	n/a	n/a	$ 194.34
COM	MSW	4	YD	6	**$ 1,803.12**	$ 1,224.30	$ 327.29	n/a	n/a	$ 251.54
COM	MSW	6	YD	1	**$ 437.40**	$ 294.56	$ 81.82	n/a	n/a	$ 61.02
COM	MSW	6	YD	2	**$ 863.29**	$ 579.21	$ 163.64	n/a	n/a	$ 120.43
COM	MSW	6	YD	3	**$ 1,240.28**	$ 821.80	$ 245.47	n/a	n/a	$ 173.02
COM	MSW	6	YD	4	**$ 1,687.11**	$ 1,124.47	$ 327.29	n/a	n/a	$ 235.35
COM	MSW	6	YD	5	**$ 2,124.34**	$ 1,418.89	$ 409.11	n/a	n/a	$ 296.35
COM	MSW	6	YD	6	**$ 2,439.60**	$ 1,608.34	$ 490.93	n/a	n/a	$ 340.32
COM	MSW	8	YD	1	**$ 601.15**	$ 408.19	$ 109.10	n/a	n/a	$ 83.86
COM	MSW	8	YD	2	**$ 1,163.75**	$ 783.21	$ 218.19	n/a	n/a	$ 162.34
COM	MSW	8	YD	3	**$ 1,677.18**	$ 1,115.92	$ 327.29	n/a	n/a	$ 233.97
COM	MSW	8	YD	4	**$ 2,260.79**	$ 1,509.03	$ 436.38	n/a	n/a	$ 315.38
COM	MSW	8	YD	5	**$ 2,834.54**	$ 1,893.64	$ 545.48	n/a	n/a	$ 395.42
COM	MSW	8	YD	6	**$ 3,352.21**	$ 2,230.01	$ 654.57	n/a	n/a	$ 467.63

Exhibit G3 - Initial Rates

Commercial Recycling Rates

Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
COM	REC	32	Gal	1	**$ 4.45**	$ 4.28	n/a	$ (0.45)	n/a	$ 0.62
COM	REC	32	Gal	2	**$ 8.86**	$ 8.53	n/a	$ (0.91)	n/a	$ 1.24
COM	REC	32	Gal	3	**$ 13.26**	$ 12.77	n/a	$ (1.36)	n/a	$ 1.85
COM	REC	32	Gal	4	**$ 17.79**	$ 17.13	n/a	$ (1.82)	n/a	$ 2.48
COM	REC	32	Gal	5	**$ 22.28**	$ 21.44	n/a	$ (2.27)	n/a	$ 3.11
COM	REC	32	Gal	6	**$ 27.03**	$ 25.99	n/a	$ (2.73)	n/a	$ 3.77
COM	REC	64	Gal	1	**$ 9.83**	$ 9.36	n/a	$ (0.91)	n/a	$ 1.37
COM	REC	64	Gal	2	**$ 15.58**	$ 15.22	n/a	$ (1.82)	n/a	$ 2.17
COM	REC	64	Gal	3	**$ 21.34**	$ 21.08	n/a	$ (2.73)	n/a	$ 2.98
COM	REC	64	Gal	4	**$ 23.81**	$ 24.13	n/a	$ (3.63)	n/a	$ 3.32
COM	REC	64	Gal	5	**$ 35.43**	$ 35.03	n/a	$ (4.54)	n/a	$ 4.94
COM	REC	64	Gal	6	**$ 47.05**	$ 45.94	n/a	$ (5.45)	n/a	$ 6.56
COM	REC	96	Gal	1	**$ 14.04**	$ 13.45	n/a	$ (1.36)	n/a	$ 1.96
COM	REC	96	Gal	2	**$ 26.37**	$ 25.42	n/a	$ (2.73)	n/a	$ 3.68
COM	REC	96	Gal	3	**$ 38.79**	$ 37.46	n/a	$ (4.09)	n/a	$ 5.41
COM	REC	96	Gal	4	**$ 51.20**	$ 49.51	n/a	$ (5.45)	n/a	$ 7.14
COM	REC	96	Gal	5	**$ 63.61**	$ 61.55	n/a	$ (6.81)	n/a	$ 8.87
COM	REC	96	Gal	6	**$ 71.01**	$ 69.28	n/a	$ (8.18)	n/a	$ 9.91
COM	REC	1	YD	1	**$ 20.54**	$ 20.54	n/a	$ (2.87)	n/a	$ 2.87
COM	REC	1	YD	2	**$ 34.11**	$ 35.08	n/a	$ (5.73)	n/a	$ 4.76
COM	REC	1	YD	3	**$ 47.87**	$ 49.79	n/a	$ (8.60)	n/a	$ 6.68
COM	REC	1	YD	4	**$ 61.52**	$ 64.41	n/a	$ (11.47)	n/a	$ 8.58
COM	REC	1	YD	5	**$ 75.14**	$ 78.99	n/a	$ (14.34)	n/a	$ 10.48
COM	REC	1	YD	6	**$ 95.55**	$ 99.43	n/a	$ (17.20)	n/a	$ 13.33
COM	REC	2	YD	1	**$ 40.94**	$ 40.96	n/a	$ (5.73)	n/a	$ 5.71
COM	REC	2	YD	2	**$ 75.12**	$ 76.11	n/a	$ (11.47)	n/a	$ 10.48
COM	REC	2	YD	3	**$ 109.22**	$ 111.19	n/a	$ (17.20)	n/a	$ 15.24
COM	REC	2	YD	4	**$ 143.42**	$ 146.35	n/a	$ (22.94)	n/a	$ 20.01
COM	REC	2	YD	5	**$ 177.55**	$ 181.45	n/a	$ (28.67)	n/a	$ 24.77
COM	REC	2	YD	6	**$ 228.15**	$ 230.73	n/a	$ (34.41)	n/a	$ 31.83
COM	REC	3	YD	1	**$ 61.48**	$ 61.50	n/a	$ (8.60)	n/a	$ 8.58
COM	REC	3	YD	2	**$ 109.22**	$ 111.19	n/a	$ (17.20)	n/a	$ 15.24
COM	REC	3	YD	3	**$ 157.09**	$ 160.98	n/a	$ (25.81)	n/a	$ 21.91
COM	REC	3	YD	4	**$ 204.94**	$ 210.76	n/a	$ (34.41)	n/a	$ 28.59
COM	REC	3	YD	5	**$ 252.69**	$ 260.45	n/a	$ (43.01)	n/a	$ 35.25
COM	REC	3	YD	6	**$ 323.70**	$ 330.16	n/a	$ (51.61)	n/a	$ 45.16
COM	REC	4	YD	1	**$ 75.13**	$ 76.12	n/a	$ (11.47)	n/a	$ 10.48
COM	REC	4	YD	2	**$ 143.36**	$ 146.30	n/a	$ (22.94)	n/a	$ 20.00
COM	REC	4	YD	3	**$ 211.67**	$ 216.55	n/a	$ (34.41)	n/a	$ 29.53
COM	REC	4	YD	4	**$ 280.03**	$ 286.84	n/a	$ (45.88)	n/a	$ 39.06
COM	REC	4	YD	5	**$ 348.28**	$ 357.04	n/a	$ (57.35)	n/a	$ 48.58
COM	REC	4	YD	6	**$ 450.78**	$ 456.71	n/a	$ (68.82)	n/a	$ 62.88
COM	REC	6	YD	1	**$ 109.35**	$ 111.30	n/a	$ (17.20)	n/a	$ 15.25
COM	REC	6	YD	2	**$ 215.82**	$ 220.12	n/a	$ (34.41)	n/a	$ 30.11
COM	REC	6	YD	3	**$ 310.07**	$ 318.43	n/a	$ (51.61)	n/a	$ 43.25
COM	REC	6	YD	4	**$ 421.78**	$ 431.76	n/a	$ (68.82)	n/a	$ 58.84
COM	REC	6	YD	5	**$ 531.09**	$ 543.02	n/a	$ (86.02)	n/a	$ 74.09
COM	REC	6	YD	6	**$ 609.90**	$ 628.04	n/a	$ (103.22)	n/a	$ 85.08
COM	REC	8	YD	1	**$ 150.29**	$ 152.26	n/a	$ (22.94)	n/a	$ 20.97
COM	REC	8	YD	2	**$ 290.94**	$ 296.23	n/a	$ (45.88)	n/a	$ 40.59
COM	REC	8	YD	3	**$ 419.29**	$ 429.62	n/a	$ (68.82)	n/a	$ 58.49
COM	REC	8	YD	4	**$ 565.20**	$ 578.11	n/a	$ (91.75)	n/a	$ 78.85
COM	REC	8	YD	5	**$ 708.63**	$ 724.47	n/a	$ (114.69)	n/a	$ 98.85
COM	REC	8	YD	6	**$ 838.05**	$ 858.78	n/a	$ (137.63)	n/a	$ 116.91

Exhibit G3 - Initial Rates

Commercial Organics Rates

Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
COM	ORG	64	Gal	1	**$ 29.48**	$ 24.20	n/a	n/a	$ 1.16	$ 4.11
COM	ORG	64	Gal	2	**$ 46.74**	$ 37.89	n/a	n/a	$ 2.33	$ 6.52
COM	ORG	64	Gal	3	**$ 64.01**	$ 51.58	n/a	n/a	$ 3.49	$ 8.93
COM	ORG	64	Gal	4	**$ 71.44**	$ 56.82	n/a	n/a	$ 4.66	$ 9.97
COM	ORG	64	Gal	5	**$ 106.30**	$ 85.65	n/a	n/a	$ 5.82	$ 14.83
COM	ORG	64	Gal	6	**$ 141.16**	$ 114.48	n/a	n/a	$ 6.98	$ 19.69
COM	ORG	96	Gal	1	**$ 42.13**	$ 34.51	n/a	n/a	$ 1.75	$ 5.88
COM	ORG	96	Gal	2	**$ 79.12**	$ 64.59	n/a	n/a	$ 3.49	$ 11.04
COM	ORG	96	Gal	3	**$ 116.36**	$ 94.89	n/a	n/a	$ 5.24	$ 16.23
COM	ORG	96	Gal	4	**$ 153.59**	$ 125.18	n/a	n/a	$ 6.98	$ 21.43
COM	ORG	96	Gal	5	**$ 190.83**	$ 155.48	n/a	n/a	$ 8.73	$ 26.62
COM	ORG	96	Gal	6	**$ 213.02**	$ 172.83	n/a	n/a	$ 10.48	$ 29.72
COM	ORG	1	YD	1	**$ 61.62**	$ 49.35	n/a	n/a	$ 3.67	$ 8.60
COM	ORG	1	YD	2	**$ 102.32**	$ 80.70	n/a	n/a	$ 7.35	$ 14.27
COM	ORG	1	YD	3	**$ 143.60**	$ 112.54	n/a	n/a	$ 11.02	$ 20.03
COM	ORG	1	YD	4	**$ 184.56**	$ 144.12	n/a	n/a	$ 14.70	$ 25.75
COM	ORG	1	YD	5	**$ 225.42**	$ 175.60	n/a	n/a	$ 18.37	$ 31.45
COM	ORG	1	YD	6	**$ 286.65**	$ 224.62	n/a	n/a	$ 22.05	$ 39.99
COM	ORG	2	YD	1	**$ 122.81**	$ 98.33	n/a	n/a	$ 7.35	$ 17.13
COM	ORG	2	YD	2	**$ 225.35**	$ 179.21	n/a	n/a	$ 14.70	$ 31.44
COM	ORG	2	YD	3	**$ 327.67**	$ 259.91	n/a	n/a	$ 22.05	$ 45.71
COM	ORG	2	YD	4	**$ 430.26**	$ 340.84	n/a	n/a	$ 29.39	$ 60.02
COM	ORG	2	YD	5	**$ 532.65**	$ 421.60	n/a	n/a	$ 36.74	$ 74.30
COM	ORG	2	YD	6	**$ 684.46**	$ 544.89	n/a	n/a	$ 44.09	$ 95.48

Roll-off Rates

Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
RO	MSW	10	YD	ea.	**$ 246.22**	$ 211.87	n/a	n/a	n/a	$ 34.35
RO	MSW	20	YD	ea.	**$ 342.34**	$ 294.58	n/a	n/a	n/a	$ 47.76
RO	MSW	30	YD	ea.	**$ 438.46**	$ 377.29	n/a	n/a	n/a	$ 61.16
RO	MSW	40	YD	ea.	**$ 534.58**	$ 460.01	n/a	n/a	n/a	$ 74.57
RO	MSW	1	TN	ea.	**$ 60.14**	n/a	$ 51.75	n/a	n/a	$ 8.39
RO	REC	10	YD	ea.	**$ 246.22**	$ 211.87	n/a	n/a	n/a	$ 34.35
RO	REC	20	YD	ea.	**$ 342.34**	$ 294.58	n/a	n/a	n/a	$ 47.76
RO	REC	30	YD	ea.	**$ 438.46**	$ 377.29	n/a	n/a	n/a	$ 61.16
RO	REC	40	YD	ea.	**$ 534.58**	$ 460.01	n/a	n/a	n/a	$ 74.57
RO	REC	1	TN	ea.	**$ (46.48)**	n/a	n/a	$ (40.00)	n/a	$ (6.48)
RO	ORG	10	YD	ea.	**$ 246.22**	$ 211.87	n/a	n/a	n/a	$ 34.35
RO	ORG	20	YD	ea.	**$ 342.34**	$ 294.58	n/a	n/a	n/a	$ 47.76
RO	ORG	30	YD	ea.	**$ 438.46**	$ 377.29	n/a	n/a	n/a	$ 61.16
RO	ORG	40	YD	ea.	**$ 534.58**	$ 460.01	n/a	n/a	n/a	$ 74.57
RO	ORG	1	TN	ea.	**$ 34.86**	n/a	n/a	n/a	$ 30.00	$ 4.86
RO	C&D	10	YD	ea.	**$ 246.22**	$ 211.87	n/a	n/a	n/a	$ 34.35
RO	C&D	20	YD	ea.	**$ 342.34**	$ 294.58	n/a	n/a	n/a	$ 47.76
RO	C&D	30	YD	ea.	**$ 438.46**	$ 377.29	n/a	n/a	n/a	$ 61.16
RO	C&D	40	YD	ea.	**$ 534.58**	$ 460.01	n/a	n/a	n/a	$ 74.57
RO	C&D	1	TN	ea.	**$ 60.14**	n/a	n/a	$ 51.75	n/a	$ 8.39

Exhibit G-3
Additional Allowable Charges

Single-Family Customers	
Extra **GARBAGE** on Regular Collection Day – Sheet of Ten (10) Stickers	Monthly 32-gallon Garbage Rate on January 1st of each year, divided by 4, multiplied by 10.
Extra **GARBAGE** on Regular Collection Day – Standing Order	Monthly 32-gallon Garbage Rate in the month collected, divided by 4.
Extra **YARD TRIMMINGS** on Regular Collection Day – Sheet of Ten (10) Stickers	50% of the monthly 32-gallon Garbage Rate on January 1st in the calendar year purchased, divided by 4, multiplied by 10.
Extra **YARD TRIMMINGS** on Regular Collection Day – Standing Order	50% of monthly 32-gallon Garbage Rate in the month collected, divided by 4.
Yard Trimmings Monthly **SERVICE FEE**	50% of the monthly Garbage gallon equivalent.
Recyclable Material Monthly **CART RENTAL** Fee	$3.00 per month
Cart **REPLACEMENT** Fee	$60.00 per Cart
Cart **RE-DELIVERY** Fee or **RE-START** Fee	$25.00 per vehicle trip
NON-SCHEDULED Collection Go-Back or Trip Charge	$19.00 per trip
Recyclable Materials **CONTAMINATION** Fee	25% of the subscribed monthly Garbage gallon equivalent per event.
Yard Trimming Materials **CONTAMINATION** Fee	25% of the subscribed monthly Garbage gallon equivalent per event.
Multi-Family & Commercial Customers	
Extra **GARBAGE** on Regular Collection Day.	32-gallon Garbage Rate divided by 4.
NON-SCHEDULED Collection Go-Back or Trip Charge	25% of the regular 1x/week monthly container service fee by container size.
Cart Charges – **DIFFICULT TO SERVICE**	$1.00 per "complete action" per month, per Cart.
Bin Charges **DIFFICULT TO SERVICE**	$3.00 per "complete action" based on monthly service level.
Recyclable Materials **CONTAMINATION** Fee	25% of the 1x/week monthly Garbage container volume equivalent service fee.
Organic Materials **CONTAMINATION** Fee	25% of the 1x/week monthly Garbage container volume equivalent service fee.
LOCKING BIN Installation Charge	$50.00 per installation.
Bin **SWAP - Cleaning** and/or **Repainting**	$75.00 per bin, regardless of commodity type or bin size.
Bulky Item Collection	
BULKY ITEM – **Each** Recyclable/Reusable	$20.00 Per Item
BULKY ITEM – **Each** Non-Recyclable/ Non-Reusable	$25.00 Per Item
BULKY ITEM – **Event**	$30.00 Per Event
Roll-off Services	
Covered Box	$75.00 additional charge per pull
Driver Time	$110.00 per hour, prorated on a per minute basis
Dryrun and/or Relocation Fee	$75.00 per occurrence per box
Extra Days	$25.00 per day

EXHIBIT G4:
CONTRACTOR'S PROPOSAL
IMPLEMENTATION PLAN AND SCHEDULE

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2.F Transition & Implementation Plan

Experience in Providing Successful Transitions | GreenWaste is very experienced in providing new service transitions as demonstrated in startups in the City of Palo Alto, the County of Santa Cruz, the City of San Jose, Garbage Districts 2 and 3a in Unincorporated Santa Clara County and most recently, California State University Monterey Bay. GreenWaste has consistently been praised for its approach and method of planning and implementing transitions and GreenWaste has successfully commenced new and expanded collection services in counties, cities and towns of varying sizes, geography and socioeconomic types. GreenWaste recognizes the obstacles and surprises that can be encountered during a service transition of this magnitude and aims to anticipate those challenges. GreenWaste's transition philosophy ensures a seamless approach by developing a plan to identify potential obstacles before they surface and remaining flexible in strategies to efficiently and effectively overcome any challenges identified, turning those challenges into opportunities.

GreenWaste believes the Participating Agencies have provided sufficient time to complete all pre-transition activities including securing and obtaining any permits and licenses for construction and operations, developing facilities, ordering and testing vehicles, receiving and distributing equipment, conducting audits and preparing necessary route sequencing and route maps, completing all hiring, implementing GreenWaste's extensive training program and envisioning and launching the new recycling and diversion programs. Successful solid waste collection services as well as successful diversion of recyclables and organics are dependent upon the development of a solid transition plan and its seamless implementation. GreenWaste is well versed in new service initiations and GreenWaste's primary objective is to provide outstanding service leading up to and throughout the transition period, with minimal disruption to Customers. Prior to the commencement of services, a comprehensive transition plan will be prepared, an emergency back-up plan will be drafted and reporting and invoicing templates will be approved. A fully detailed transition plan will be submitted after the execution of the Agreement. GreenWaste believes the implementation of the final Transition Plan and Schedule will exceed expectations and ongoing collection and processing operation will surpass the goals established by the Participating Agencies; GreenWaste looks forward to providing the smoothest transition, the best collection and customer service, most comprehensive processing, the greatest diversion results, and the most affordable rates.

The primary goal of GreenWaste's Transition and Implementation Plan, above all else, is to minimize the potential for service interruptions and any inconveniences for Customers and the Participating Agencies, and begin the full commencement of services on the phased service commencement dates outlined below. The phases and activities identified in the Transition and Implementation Plan have been carefully crafted, adapted, revised and refined. The schedule has undergone revisions that included balancing optimistic and realistic timelines to create an accurate estimation of the start and end dates of activities, their expected duration, their sequencing and overlap. The budget was developed to reflect the integration of the full scope and pre- to post-transition timeline, taking into account:

- *Inefficiencies resulting from incomplete data;*
- *Anticipated level of effort to quickly and significantly improve participation in recycling and diversion programs; and*
- *Overall choreography of transition period.*

GreenWaste has the experience and expertise to make and deliver on the commitment to complete this complex and detailed transition on-schedule and on-budget, all while minimizing disruption to Customers and inconvenience to the Participating Agencies.

Transition & Implementation Schedule | GreenWaste recognizes the dates for the commencement of services vary depending on the Participating Agencies and is well prepared to ensure the complete provision of services to each Participating Agencies on their individual service commencement date:

Participating Agency Name	Service Commencement Date
Sand City	04/01/2015
Del Rey Oaks	05/01/2015
Marina	05/01/2015
Seaside	05/01/2015
Pebble Beach	07/01/2015
Carmel	07/01/2015
Pacific Grove	08/01/2015

For the purposes of this Transition & Implementation Plan and the associated Transition and Implementation Schedule, the timelines included at the end of this Transition & Implementation Plan commit GreenWaste to be ready and prepared to provide services to all the Participating Agencies on or before the first day of April, 2015 (hereinafter referred to as "the service commencement date").

Coordination & Collaboration With Participating Agencies | GreenWaste will work with each Participating Agency to determine the appropriate type and level of coordination during the development and implementation of the Transition Plan. Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), GreenWaste will work with each Participating Agency to develop a comprehensive Transition and Implementation Plan that reflects the program options selected and ensure a smooth transition. GreenWaste understands the importance of open communication and is dedicated to maintaining pro-active and straightforward communication with Participating Agencies on all aspects of the Transition and Implementation Plan, including its mutually agreed-upon adaptation.

Transition & Implementation Plan Components | GreenWaste has designed the Transition and Implementation Plan to accomplish Participating Agency Goals and ensure the delivery of consistent and uninterrupted service. This plan includes the most critical components of a transition that need to be addressed in order to accomplish a seamless transition into a new service area:

Major Components of GreenWaste's Transition & Implementation Plan
Administration
✓ Management & Transition Team
✓ Personnel Hiring & Training
Operations
✓ Office & Corporation Yard Development
✓ Equipment Ordering & Delivery
✓ Container Distribution
✓ Route Planning & Development
Customer Service
✓ Customer Service Call Center

	✓ Billing & Database Setup
Public Education & Outreach	
	✓ The GreenWaste Approach
	✓ Transition Public Education & Outreach Program

Administration

GreenWaste has assembled an incredibly dynamic and hands-on Management and Transition Team with extensive experience in all administrative, financial, service and operational aspects of collection, hauling and processing - experience that is unparalleled in the industry. Further, GreenWaste has secured the General Manager to lead both the transition and ongoing operations throughout the term of the Agreement who has previous experience providing services to the Participating Agencies. In addition to the team already assembled, GreenWaste's process and criteria for the recruitment, hiring and training new personnel is detailed in the sections below. GreenWaste desires to support the local economy in the Monterey Peninsula Communities, recognizes the value of recruiting local employees and intends to work closely with the current hauler and the Union to recruit and hire employees in good standing working in the Participating Agencies' service areas.

Management & Transition Team | GreenWaste ownership is committed to providing all resources available to ensure a seamless transition, supporting an all-hands approach of personnel and expertise. The Transition Team is fully supported by ownership, which also ensures the time dedicated to the transition does not affect their ability to continue providing the high level of service and performance expected of all GreenWaste employees. The Transition Team will play a prominent role in orientation, training, and support of new employees and is committed to and has the resources available to dedicate the time, energy, and expertise necessary to ensure a successful transition. Every person on the Transition Team will be available to give immediate attention to any issues or concerns expressed by a Participating Agency.

All members of the Management & Transition Team have been selected as a result of their unwavering commitment to a smooth transition, ability to demonstrate professionalism under pressure, their focus on pro-active communication and ability to provide impeccable customer service. The Management & Transition Team is committed to working collaboratively with the Participating Agencies to ensure needs are being met, while conforming to the timelines and budget for a successful and smooth transition. The Management & Transition Team will be involved in all operational and programmatic choreography and will play a prominent role in all aspects of the Transition and Implementation Plan including, but not limited to:

- ✓ *Securing, permitting and developing the office and corporation yard;*
- ✓ *Setting up the customer call center;*
- ✓ *Recruiting, hiring and training staff;*
- ✓ *Ordering, receiving, branding and testing vehicles;*
- ✓ *Ordering, storing and delivering containers;*
- ✓ *Conducting audits and developing and sequencing routes;*
- ✓ *Building a customer database and accurate billing system;*
- ✓ *Coordinating with the Approved Processing Facilities;*
- ✓ *Developing an effective outreach and technical assistance program; and,*
- ✓ *Ongoing coordination and collaboration with Participating Agencies.*

The skills, expertise and ongoing roles of GreenWaste's Ownership and Key Management personnel was previously described under Section 1.D | Key Personnel; accordingly, the section below specifically describes their role during the Transition & Implementation Period.

Frank Weigel (Chief Operating Officer) | Mr. Weigel will be involved with all aspects of discussions and negotiations leading up to award of the contract(s), will interface with the equipment manufacturers and will be an available and invaluable resource regarding facility acquisition and development, as needed.

Don Dean (Chief Financial Officer) | Mr. Dean will be directly involved in the financing of all facilities and equipment acquisitions and in establishing necessary labor benefits and costs for the Participating Agency collection contracts.

Tracy Adams (Chief Administrative Officer) | Mr. Adams will lead the customer database development, billing and reporting procedures and will be involved in the integration of all of GreenWaste's accounting, customer service, operations and outreach activities, including training of the Customer Service Team.

Jim Moresco (General Manager) | Mr. Moresco will work closely with Mr. Weigel overseeing equipment procurement, construction of new facilities, labor relations, regulatory compliance, routing and ensuring collection and maintenance operations are prepared for service well in advance of the commencement date. Mr. Moresco will also be responsible for the coordination of cart and bin deliveries throughout the Participating Agencies.

Barry Cristina (Human Resources/Special Projects Manager) | Mr. Cristina will assist Mr. Moresco and operations staff with all employee recruitment, interviewing, hiring, training, recordkeeping, and employee benefits management.

Emily Hanson (Director of Business Development and Communications) | Ms. Hanson will lead overall transition choreography, oversee program development, assist Mr. Weigel throughout contract negotiations and work with Mr. Moresco during facility development to ensuring timelines and milestones are met.

Michael Gross (Director of Sustainability) | Mr. Gross will oversee the development, implementation, and evaluation of short- and long- range sustainable practices focused on increasing diversion rates, promoting civic engagement and reducing the carbon footprint of operations.

Marc Green (Outreach/Sales Manager) | Mr. Green will oversee the integration of outreach and educational activities based on the programs selected, will be involved in the recruitment, hiring and training of the outreach team and ensure the delivery of an effective initial public education and outreach campaign.

Ricardo Lopez (GreenWaste MRF Operations Manager) | Mr. Lopez will also oversee all contract compliance aspects of the MRF during the transition and over the term of the Agreement, including transportation, allocation, and tracking of all materials processed at the GreenWaste MRF.

Robert McGehee (Environmental Compliance Officer) | Mr. McGehee will work with the equipment manufacturers, operations and maintenance teams to ensure vehicles are delivered and in compliance with all regulations prior to service and will assist Mr. Moresco and Ms. Hanson to ensure facility compliance.

Joe Ribeiro (Maintenance Manager) | Mr. Ribeiro will be responsible for the supervision, safety, and operation of the new maintenance facility, and the management of all maintenance staff, equipment, inventory, and the efficient operation of all vehicles servicing the Participating Agencies.

Valerie Chavez (Customer Service & Office Manager) | Ms. Chavez will provide assistance and support to Mr. Adams on the transfer of previous hauler's database and will provide internal and outside resources and training opportunities to the new CSR's, including software and telephone systems.

Personnel Hiring & Training | As mentioned previously, GreenWaste desires to support the local economy in the Monterey Peninsula Communities, recognizes the value of recruiting local employees. GreenWaste is committed to work with Laborers Local 297 and the current hauler to recruit and hire displaced workers in good standing with experience providing services to the Participating Agencies. Immediately upon execution of the Agreement(s), GreenWaste will initiate meetings with Laborers Local 297 and simultaneously request from the current hauler pertinent information on current employees. GreenWaste has worked with the current hauler in previous transitions and is confident that cooperation will be strong and that with close collaboration with Laborers Local 297, employee information will be obtained in a timely manner. GreenWaste will then conduct outreach and targeted recruitment to these employees and begin the process of formally hiring displaced workers to fill critical positions. Similarly, for positions not currently filled, GreenWaste will finalize position descriptions and begin the recruitment process for those new positions.

The total number of employees and positions varies depending on whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4). For detailed information on the total positions and the associated supervisory structure for all positions, please refer to the Organizational Chart included in Section 1.D | Key Personnel. For additional information on the timeline for recruitment, hiring and training, please refer to the Transition and Implementation Schedule at the end of this Plan.

Recruitment Approach & Hiring Criteria | The GreenWaste approach to recruitment and hiring remains the same for all positions, regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4). GreenWaste is committed to hiring the best people for each position offered and will seek to recruit the most experienced employees knowledgeable of the industry and the Participating Agencies' areas. GreenWaste has high standards for the recruitment of employees and will require all applicants demonstrate, through job history, experience and qualifications that they can meet and exceed the performance standards for the job for which they are being recruited or applying for. All employment offers will be strictly based on GreenWaste's employee selection requirements and bilingual employees that can read/write and speak Spanish will be recruited and hired whenever possible. Wages and benefits will be commensurate with the wages and benefits covered under Laborers Local 297 agreement and wages and benefits for new positions will be commensurate with the wages and benefits of current GreenWaste employees under similar job classifications. GreenWaste will also ensure that positions include redundancy to ensure operations can continue seamlessly when employees take time off (sick, vacation, etc.) or are on leave (paid or unpaid).

Comprehensive job descriptions for each new or open position and will include identification of the desired and required qualifications, the job classification, pay range and benefits. GreenWaste will utilize existing job descriptions for similar positions from GreenWaste and modify as needed. Position announcements will then be posted and distributed widely to attract the most qualified candidate pool. Applications and/or resumes will then undergo an administrative review to ensure minimum qualifications are met, and then a departmental review will be conducted to develop a short-list of candidates to advance to the next phase of hiring. Depending on the position, job-specific interview questions will be developed and phone and/or in-person interviews will be conducted. Candidates will then be ranked and job offers will be made to those

applicants who met all the requirements of the position and had the best suite of qualifications and experience for the position(s). After positions are filled, new employees will complete all the required orientation and training.

Orientation & Training Program | The GreenWaste timeline for conducting orientation and job-specific training varies depending on the position, but the process for training remains the same regardless of the position(s). Immediately following execution of the Agreement(s), and as described above, recruitment for some positions will begin and employees will be incrementally added based on need, until the full staff numbers are reached. Orientation and general training on GreenWaste company policies, procedures, and employment requirements will be conducted and employees will be required to participate in an intensive training program specific to their job duties and responsibilities (described below). Prior to the commencement of services, GreenWaste will ensure all employees that will be working under the Agreement(s) will have completed all the general and job specific trainings. At the request of the Participating Agencies, a list of training programs and timelines will be provided.

Company-Wide Employment Training | General orientation and training will occur as employees are hired and they will be required to complete all the required administrative paperwork and orientations. No fewer than one (1) month prior to the commencement of services, GreenWaste will ensure all employees will have completed the required Federal and State paperwork, GreenWaste administrative paperwork and have an opportunity to participate in orientation and enrollment sessions for employment benefits. All employees will also be provided with and are required to understand the GreenWaste Employee Handbook and the following policies:

- ✓ *Drug & Alcohol Policy;*
- ✓ *Sexual Harassment Policy;*
- ✓ *Injury and Illness Prevention Program;*
- ✓ *Emergency Action Plan;*
- ✓ *Safety Rules and Discipline Program; and,*
- ✓ *Accident and Injury Reporting Program.*

Recognizing that new employees may be transitioning out of previous employment, participants working for the current hauler will be paid at their beginning hourly rate for their participation in trainings. Further, to accommodate schedules, GreenWaste will offer trainings on both weekdays and select Saturdays leading up to the date of the commencement of services. All employees will be provided with appropriate sections of the Agreement(s) to ensure they understand the terms and conditions to which they must adhere in the ongoing performance of their job duties.

Route Supervisors and Staff Training | In addition to the orientation and training described above, route supervisors, drivers, mechanics and field staff are also required to complete comprehensive initial and ongoing refresher trainings. From the date the execution of the Agreement(s) through the date of the commencement of services, employees in these job classifications will be hired and trained in batches, with all orientation and training to be completed well in advance of the commencement of services. Topics and trainings may be offered on single-subject or multiple items and may be conducted by GreenWaste personnel and/or outside consultants. For the transition period, the GreenWaste training program for these job classifications is comprised of both “off-truck” and “on-truck” training, as described below:

Off-truck training sessions include, but are not limited to:

- *Introductions by management & field staff (name, industry experience, etc...)*
- *Environmental stewardship and company principles*
- *Orientation of the corporate operations yard and facilities*
  - ✓ *Maintenance, CNG fueling station*
- *Uniform and safety gear fitting*
  - ✓ *Shirts, pants, PPE, gloves, rain-gear, etc...*
- *Safety topics*
  - ✓ *Accident prevention and reporting*
  - ✓ *Commercial driver safe work practices*
  - ✓ *PPE and hazard communication*
  - ✓ *Seat belt requirements*
  - ✓ *Confined spaces*
  - ✓ *Lockout/tag out requirements and procedures.*

On-truck training sessions include, but are not limited to:

- *Equipment Safety*
  - ✓ *Pre-trip inspections*
  - ✓ *Post-trip inspections*
  - ✓ *Vehicle per-trip inspections*
  - ✓ *Vehicle out-of-service criteria*
- *Vehicle Equipment*
  - ✓ *Air brake systems*
  - ✓ *Brake adjustment*
  - ✓ *Automated side/front loaders*
- *Vehicle Operation*
  - ✓ *Backing-up and turning*
  - ✓ *Practice dumping containers in one place*
  - ✓ *Navigation with obstacles (trees, next to cars, etc...)*
- *Routing & Vehicle Operation*
  - ✓ *Route review and selection*
  - ✓ *Field trial runs with equipment*
  - ✓ *Field trial runs for routes and sequencing*
  - ✓ *Identification of collection constraints (narrow roads, trees)*
  - ✓ *Identification of container set-out location(s)*

Public Education & Outreach Staff Training | In addition to the orientation and training described above, approximately six (6) months prior to the date of the commencement of services, the public outreach and education team will also complete the training sessions described below, including understand the roles, responsibilities and integrated processes of the collection operations, customer service and accounting. The outreach and technical assistance staff will be required to participate in mock waste assessments and role playing exercises to learn proven techniques and ways to adapt approach to ensure successes enrolling customers in new recycling and diversion programs based on industry, size, cultural and other considerations.

Trainings may be conducted by GreenWaste personnel and/or outside consultants including The Offset

Project, if Alternative #4: Expanded Public Education & Outreach is selected. The Offset Project will take an active role in the development of the initial and ongoing training program and Participating Agency representatives will be encouraged to attend. An overview of the subjects to be covered in the GreenWaste training program for outreach and technical assistance staff is described below:

Programmatic training sessions will include, but are not limited to:

- ✓ *Review of the Participating Agency Agreement(s) and contract requirements;*
- ✓ *Review of any existing jurisdictional or regional waste characterization studies;*
- ✓ *Marketing approaches and incentives available to promote new programs;*
- ✓ *Process for identification of the largest waste generating facilities;*
- ✓ *Understanding of complimentary sustainability programs;*
- ✓ *Use of Tower for tracking and reporting;*
- ✓ *Process for initiating service changes with operations and customer service;*
- ✓ *Methodology for conducting waste assessments and making recommendations; and,*
- ✓ *Familiarity with the Monterey Bay Green Business Program and the requirements for the management of waste.*

Field training sessions will include, but are not limited to:

- ✓ *Layout of the Participating Agencies by density, sector, size and predominant waste stream(s);*
- ✓ *Identification of enclosure constraints and strategies for adapting enclosures;*
- ✓ *Protocol for conducting and documenting waste assessments;*
- ✓ *Tours to the GreenWaste MRF and Approved Processing Facilities; and,*
- ✓ *Collection vehicle ride-alongs.*

Office & Billing Staff Training | In addition to the orientation and training described above, approximately six (6) months prior to the date of the commencement of services, the training sessions described below will also be completed. GreenWaste's approach to training office and billing staff is to provide comprehensive initial and ongoing refresher trainings to ensure the department staff is well trained on all office and billing procedures. Office and billing staff will participate in an intensive hands-on training to use Tower and the Mitel telephone system that will be conducted by Tower and Mitel software trainers. It is imperative that office and billing staff are well trained on the use and trouble-shooting of these systems to reduce the opportunity for error. Office and billing staff will be required to review and understand the portions of the Agreement(s) pertaining to their job duties and will be expected to quickly access information on rates and services. Additional trainings may be conducted on an as needed basis by GreenWaste personnel and/or outside consultants. An overview of the subjects to be covered in the GreenWaste training program for office and billing staff is described below:

Office and billing staff training sessions will include, but are not limited to:

- ✓ *Customer service expectations of GreenWaste;*
- ✓ *Ability to operate interfaces between Tower and a billing processor;*
- ✓ *Use of the Mitel telephone system; and,*
- ✓ *POS transactions and cash handling procedures.*

Customer Service Training | GreenWaste believes that the most critical interaction is that with Customers. With over 20 years of experience in providing exemplary Customer Service, GreenWaste has designed an

extensive and comprehensive initial and ongoing training program for the Customer Service Team. At the end of the Customer Service Training Program, the Customer Service Supervisor and all Customer Service Representatives will be able to demonstrate proficiency in the use the software and telephone systems, understand operational aspects of material collection and processing, and embrace and embody GreenWaste's core values and beliefs relating to both customer service and employee satisfaction. For a detailed and comprehensive description of the extensive training program for the Customer Service Team, please refer to Section 2.D | Customer Service.

Operations

Described herein are the tried and true methods that GreenWaste will utilize when approaching the operational components of the transition into each of the Participating Agencies' jurisdictions prior to their service commencement date, including:

- ✓ *Office & Corporation Yard;*
- ✓ *Equipment Ordering & Delivery;*
- ✓ *Container Distribution; and,*
- ✓ *Route Planning & Development.*

Office & Corporation Yard | Immediately upon execution of an Agreement, GreenWaste will enter into negotiations for the District-owned space located at 14201 Del Monte Boulevard in Seaside on a portion of the site not committed to fill area. Due to its convenient location to efficiently service customers in the Participating Agencies, this is the preferred site to develop the GreenWaste Office & Corporation Yard. In order to ensure convenience, enhance collaboration and increase operational efficiencies, GreenWaste plans to co-locate, permit and develop the Corporation Yard & Maintenance Facility with the Administrative Offices & Customer Call Center.

Shortly after the execution of an Agreement, GreenWaste expects to have executed a long-term lease to adequately and sufficiently accommodate the administrative office, customer call center, and corporation and maintenance yard sized and sited to sufficiently accommodate the equipment, vehicles and staff to service the Participating Agencies. Well in advance of the commencement of services, the facility will be operational and ready to provide services to the Participating Agencies. All required environmental reviews, permits, licenses and/or other approvals will be obtained prior to development of the facility. For additional information on GreenWaste's extensive experience with facility acquisition, permitting and development projects, please refer to Section 5.B | Facility Environmental Compliance.

GreenWaste will incorporate the implementation of its existing company-wide Environmentally Preferable Purchasing Policy (EPPP) to the new Office & Corporation Yard and Green Business accreditation through the Monterey Bay Green Business Program will be immediately sought.

Corporation Yard & Maintenance Facility Development | Regardless of the location of the Corporation & Maintenance Yard and whether or not it is co-located with the Administrative Office & Customer Call Center, the process of setting up the facility remains virtually the same. Shortly after the execution of an Agreement, GreenWaste will begin pursuit of all environmental clearances, approvals and permits to complete tenant improvements and the installation of the vehicle and equipment maintenance shop, restrooms, locker room, and a bin repair area for welding and painting. All improvements to the site, including surface preparation for all staging, parking and storage areas and installation of any required

storm water BMPs will be completed. The development and functional operation of the Corporate Operations & Maintenance Yard should be completely operational and ready to support the provision of services to the Participating Agencies no fewer than two (2) months in advance of the commencement of services.

Administrative Office & Customer Call Center Development | Shortly after the execution of an Agreement, and regardless of the location of the Administrative Office and Customer Call Center, the process of setting up the office remains virtually the same. GreenWaste will begin pursuit of all approvals and permits to complete tenant improvements including the construction of administrative offices, restrooms and showers, a kitchen and employee lunchroom, CSR cubicles and all infrastructure needed to support communications and data management. The office facility finish work will be complete prior to or concurrent with the hiring and training of the administrative staff and the customer service representative team. Office furniture, supplies and additional resources needed to support staff will be ordered to accommodate the space and ensure the comfort, safety and productivity of staff. Toll-free phone number(s) and local phone number(s) will be secured and the phone and computer systems will be set-up and tested for assurances in performance and use. A comprehensive radio dispatch system will also be deployed to facilitate rapid communications between operations and the customer call center. If the building that will house the administrative office and customer call center is not compliant with the Americans With Disabilities Act Standards for Accessible Design, accommodations will be made prior to the commencement of service. The development and functional operation of the Administrative Office and Customer Call Center will be completely operational and ready to support the provision of services to the Participating Agencies no fewer than three (3) months before the commencement of services.

Transition & Contingency Facilities | If for some unforeseeable reason GreenWaste is unable to complete the Office and Corporate Yard facility prior to the commencement of services, or in the event the acquisition and development timeline is delayed, GreenWaste will utilize the existing GreenWaste Operations and Transfer Facility, conveniently located at 1340 W. Beach Street in Watsonville. The facility has sufficient space and existing infrastructure to accommodate collection operations and can serve as a temporary transition yard, a back-up and overflow location for the storage of trucks and containers, and also a staging area for the distribution of containers prior to the transition.

Minimum Household Criteria | Due to the immense costs and effort involved in the build-out and daily operation of a Corporation Yard and Maintenance Facility of this magnitude, GreenWaste proposes a minimum criteria of 7,500 households that must be met in order to lease and operate from the District-owned space. In the event that GreenWaste is awarded Agreement(s) for Participating Agency(ies) with households totaling less than 7,500, then GreenWaste intends to utilize its Watsonville Operations and Transfer Facility to perform the requested collection services and customer service requirements.

Equipment Ordering & Delivery | GreenWaste recognizes the importance of acquiring equipment as early as possible and it is imperative that new trucks and additional equipment are received, tested and ready for use prior to the service commencement date. Utilizing past experience with transitions, GreenWaste has conducted extensive audits of the Participating Agencies rather than relying exclusively on the data provided in the RFP by the previous hauler. Based on this information and taking into account operational differences when transitioning into a new service area, GreenWaste has calculated the number of routes that will be required using the estimated total number of customers, expected tonnage, and the population densities of

the Participating Agency service areas to determine the total number and type of collection vehicles and containers that will be needed for each Participating Agency. These numbers will be confirmed during contract negotiations and GreenWaste will place the order and reserve the production slot for vehicles and containers as soon as the Agreement(s) are executed. GreenWaste intends to take delivery of the vehicles and containers at the GreenWaste Corporation Yard & Maintenance Facility to be located at 14201 Del Monte Boulevard in Seaside. As a contingency, GreenWaste is also prepared to lease a storage yard of adequate size in order to receive delivery at a site in the County of Monterey or use GreenWaste's Watsonville Operations and Transfer Facility located at 1340 W. Beach Street in Watsonville.

Vehicle Procurement | Immediately following recommendation of award, GreenWaste will reserve the production slot for all collection vehicles to provide services to the Participating Agencies. Confirmation of the production order and authorization to begin the build will coincide with the execution of the Agreement and the body color and additional trim details (including safety features such as highway lighting, flashing and warning lights, clearance lights, and warning flags) will be finalized and submitted to the factories to begin manufacturing. Once the date is reached that marks the beginning of the reserved production slot, the factory will begin building the chassis for all trucks and will phase the delivery of chassis to the body manufacturer over an approximate two (2) month period. All vehicles to be used to provide service to the Participating Agencies will be received by GreenWaste over a one (1) to three (3) month period. Prior to taking delivery of the vehicles, the remaining details for the vehicles (logos, contact information, colors, sizing, placement, consecutive non-repeating truck identification numbers and additional text) will be finalized and sign orders will be placed. In order to ensure adequate time to apply signage, train drivers and confirm the vehicles perform to GreenWaste's operational expectations, the delivery of collection vehicles for each Participating Agency will be complete no later than one (1) month before each Participating Agencies' commencement of service date. GreenWaste will also ensure all drivers are thoroughly trained on the use of the CNG fueling station before operating the vehicles or the fueling station. After taking delivery of the vehicles, FleetMind units will be installed in each vehicle and connected to Tower in the administrative office. For additional information and a detailed description of Tower and FleetMind, please refer to Section 2.H | Existing Management and Customer Service Systems.

Cart Procurement | All carts to be used to provide service to the Participating Agencies will be purchased through Rehrig Pacific. Working with the Participating Agencies and the current hauler, GreenWaste will seek to obtain current billing records and service levels in a format that can be easily uploaded into GreenWaste's customer service software program. GreenWaste will then confirm the accuracy of the number and type of carts to be purchased for each Participating Agency using data from its field audits, information provided in the RFP and any additional data that can be obtained from the current hauler. GreenWaste expects to place the tentative order for carts in April 2014, concurrent with the execution of an Agreement; upon confirmation of the accuracy of data, Rehrig will make the appropriate modifications to the initial order. GreenWaste intends for Rehrig to deliver carts to the Corporation Yard and Maintenance Facility for storage and distribution staging. GreenWaste expects cart delivery to be phased over a two month period, approximately two (2) to three (3) months before the commencement of services for each Participating Agency; complete delivery will occur no later than the date distribution begins for each Participating Agency.

- *All carts will be of universal design, color-coded as follows in order to provide for consistency in educational messaging with programs in other parts of the County and State: Solid Waste*

carts will be a consistent dark neutral color (black, grey, brown, or tan), Recyclable Materials carts will be blue, and Yard Trimmings and/or Organics carts will be green. All cart lids will be hot-stamped with a list of acceptable and prohibited items in both English and Spanish, and all carts will be designed and constructed to be watertight and prevent the leakage of liquids. Carts will also display the GreenWaste name, local telephone number, and an inventory/serial number. GreenWaste commits to ordering a sufficient supply of surplus containers in each size to ensure that carts are available for future exchanges and if the initial demand for certain sizes is greater than anticipated.

Bin Procurement | All front-loader bins and debris boxes to provide service to the Participating Agencies will be purchased through Consolidated Fabricators Corporation and GreenWaste will coordinate Marathon Equipment Company or an alternate compactor manufacturer for new or replacement compactors. Working with the Participating Agencies and the current hauler, GreenWaste will seek to obtain current billing records in a format that can be easily uploaded into GreenWaste's customer service software program. GreenWaste will then confirm the accuracy of the number and type of front-loader bins and debris boxes to be purchased for each Participating Agency using data from its field audits, information provided in the RFP and any additional data that can be obtained from the current hauler. GreenWaste expects to place the tentative order for all front-loader bins and debris boxes in April 2014, concurrent with the execution of an Agreement; upon confirmation of the accuracy of data, Consolidated will make the appropriate modifications to the initial order. Upon receiving an accurate compactor Customer count, GreenWaste will also coordinate with compactor Customers for new or replacement compactors through Marathon or an alternate compactor manufacturer. GreenWaste intends for Consolidated to deliver carts to the Corporation Yard and Maintenance Facility for storage and distribution staging. GreenWaste expects front-loader bin and debris box delivery to be phased over a two month period approximately one (1) to two (2) months before the commencement of services for each Participating Agency; complete delivery will occur no later than the date distribution begins for each Participating Agency.

- *All bins will be of universal design, color-coded as follows in order to provide for consistency in educational messaging with programs in other parts of the County and State: Solid Waste bins will be a consistent dark neutral color (black, grey, brown, or tan), Recyclable Material bins will be blue, and Yard Trimmings and/or Organics bins will be green. This color-coding requirement will be met through painting the whole body of the bin in the coded color. All bins will be labeled with a list of acceptable and prohibited items in both English and Spanish, and all bins will be designed and constructed to be watertight and prevent the leakage of liquids. Bins will also display the GreenWaste name, local telephone number, and an inventory/serial number. GreenWaste commits to ordering a sufficient supply of surplus front-loader bins and debris boxes to ensure that containers are available for future exchanges and if the initial demand for certain sizes is greater than anticipated.*

Container Distribution | GreenWaste is optimistic that cooperation with the current hauler will be high, which only stands to benefit both parties by coordinating the process of delivering and placing new containers and removing old containers. Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the process for distributing containers remains the same. GreenWaste is committed to have new containers delivered to all Customers at their existing service level prior to the commencement of services and it is GreenWaste's goal to have Customers transitioned to their desired

service level prior to the commencement of services. The proposed plans for delivery and placement of containers, as described below, takes into account the varying levels of cooperation for a phased transition of Customers from their current hauler to GreenWaste. Depending on the level of cooperation provided by the current haulers and their willingness to service new containers, GreenWaste has identified the scenarios that are likely to transpire and how container distribution will occur under the different scenarios.

As stated previously, GreenWaste is optimistic that a high level of cooperation from the current hauler will be received; however, GreenWaste has incorporated contingency plans in the event there are challenges encountered with coordinating container swaps during the transition. The process of swapping containers includes three steps: 1) servicing the old container, 2) removing the old container, and 3) delivering and placeing the new container. The more closely these steps are coordinated, the lower the chance that customers will experience a disruption in service. Depending on the level of cooperation GreenWaste receives, different operational approaches are required to complete container swaps seamlessly. GreenWaste's goal is to ensure no Customer is ever left without a container and will work to reduce the likelihood that any Customer may have multiple sets of containers. GreenWaste will be responsible for servicing all containers at the time exclusive services commence for each Participating Agency.

- *If GreenWaste receives a high level of cooperation from the current hauler, then the delivery of new containers and the servicing and removal of old containers can occur simultaneously. In this distribution scenario, GreenWaste would receive sequential route sheets from the current hauler and would plan container delivery based on the same route. By following the same route, GreenWaste can deliver and place containers shortly after the current hauler's containers are serviced and removed.*
- *If GreenWaste receives a low level of cooperation from the current hauler, then the delivery and placement of new containers may or may not coincide with the servicing and removal of old containers. In this distribution scenario, GreenWaste would not have or would have minimal access to routing information and new containers would be delivered in advance of the servicing and removal of old containers by the current hauler. While this scenario is less desirable, providing containers to customers in an advance of the removal of old containers ensures that no customers are left without a container.*

Container Removal | Depending on the level of cooperation, the most desirable outcome is for the current hauler to remove the old container(s), however, if the current hauler is unwilling to cooperate to reduce the impact to the Customers, GreenWaste may remove containers. The optimal situation is when the removal of old containers can either occur concurrently with the delivery and placement of new containers or immediately following their next service - this ensures the container pick-up and delivery process is as seamless as possible and there is no impact to Customers. If the current hauler is unwilling to coordinate container swaps and GreenWaste must remove old container(s), the container(s) will be delivered to a mutually agreeable site or returned to the GreenWaste operations and maintenance yard for pick-up by the current hauler. Regardless of the methodology used, the distribution teams will also serve to gather information on container placement locations, obstacles, overages noted, etc. in support of building a strong and accurate Customer database. The process to remove containers that are abandoned is addressed below.

Container Distribution Methodology | GreenWaste will utilize the same distribution process for carts and front-load bins regardless of the level of cooperation from the current hauler; however, the level of cooperation will determine the operational efficiency of the distribution process. In order to ensure efficiencies and minimize any potential disruptions to Customers, GreenWaste must first determine the time and resources needed to complete container distribution for each sector by container type. Using the total number of containers (by container type) in each Participating Agency service area's sector and determining the average number of containers that can be distributed on a six (6) day per week distribution schedule, the total number of anticipated service days can then be calculated. GreenWaste can then translate the total anticipated number of service days into the total number of distribution teams needed to quickly and efficiently complete container swaps. The calculation is then further modified based on the anticipated level of cooperation from the current hauler, which may result in optimal or reduced operational efficiencies and have an impact on the total number of service days needed to ensure the container swap is smooth.

Cart Distribution | For the distribution of carts, GreenWaste's cart provider Rehrig will be responsible for cart distribution for the Participating Agencies. Rehrig has consistently demonstrated great efficiency in cart distribution in previous GreenWaste transitions, including delivering approximately 100,000 carts to the resident of the County of Santa Cruz. The GreenWaste operations team will work closely with Rehrig to develop cart distribution routes and depending on the level of cooperation received from the current hauler, any combination of the following distribution methodologies will be utilized:

- If GreenWaste receives a high level of cooperation from the current hauler and sequential route sheets are received the Rehrig distribution teams will follow behind the current hauler on their normal routes and once the containers are serviced by the current hauler:
  - ✓ *The current hauler will remove their carts and Rehrig will place the new carts in the same location at the premise. The current hauler will continue servicing the Customer using the new GreenWaste-provided carts through the date of the commencement of services; or*
  - ✓ *Once the containers are serviced, the new carts will be placed in the same location at the premise and Rehrig will also remove the current hauler's carts. The current hauler will continue servicing the Customer using the new GreenWaste-provided carts through the date of the commencement of services. Rehrig will then deliver the current hauler's carts to a pre-determined location for their retrieval.*
- If GreenWaste receives a low level of cooperation from the current hauler, there is a higher likelihood that Customers will be impacted as premises may have two sets of carts for a period of time. Without sequential route sheets, and understanding that distribution may or may not be on the Customer's regular service date, removal can also be more challenging as Customer carts may not have placed out for service and may not have been recently serviced. Under this scenario, GreenWaste will work the Rehrig distribution teams to develop the most efficient cart distribution routing and will include notification to the Customer to reduce confusion and apologize in advance for any inconveniences. Rehrig will deliver all new carts and with tape on the lid that serves to both seal the lid and also inform Customers when their current hauler's carts will be removed, providing instruction on when new carts should be used. The current hauler's carts will either be removed:
  - ✓ *By the current hauler on the last date of regular service, prior to the commencement of services; or*

- ✓ *By GreenWaste on the first date of regular service, immediately following the commencement of services. GreenWaste will service any carts set out for collection and the previous hauler's carts will be empty and ready for removal.*

- GreenWaste will assume responsibility for the removal of all carts deemed abandoned by the current hauler throughout the transition and all abandoned carts following the commencement of services for each Participating Agency.

Front-load Bin Distribution | For the distribution of front-load bins, GreenWaste will utilize an equipment distribution efficiency ratio of one (1) front-loader to two (2) flatbed trucks. The use of a front-loader ensures containers can be serviced before being removed, while the flatbed trucks can each transport 6-8 containers, for delivery and/or removal. The two (2) flatbed trucks work in tandem; one flatbed is used as a delivery and pick-up vehicle and the other as a shuttle vehicle to bring new containers from the staging area to the location for delivery and placement. If GreenWaste is also removing the front-load bins, then the shuttle flatbed will also return old front-load bins to a pre-determined location for retrieval by the current hauler. If Customers place material in their container(s) between the time it is serviced by the current hauler and when GreenWaste arrives to replace the container, the front-loader will be used to empty the container prior to replacing it with the new container (*and as appropriate, remove the old container).*

- GreenWaste will then assemble the front-load container distribution delivery routes. Full cooperation increases efficiencies, minimizes vehicle travel, and expedites the replacement of containers. If route-sequencing data is shared, the following describes the general distribution plan to be used for each commodity:

  - ✓ *Monday - First 40-50 lifts/containers on Route 1 are replaced, regardless of their normal service day.*
  - ✓ *Tuesday - Next 40-50 lifts/containers on Route 1 that were not already replaced on Monday are replaced on Tuesday.*
  - ✓ *Wednesday - Next 40-50 lifts/containers on Route 1 that were not replaced Monday or Tuesday are replaced on Wednesday.*
  - ✓ *Thursday - Next 40-50 lifts/containers on Route 1 that were not replaced earlier in the week are replaced on Thursday.*
  - ✓ *Friday - Next 40-50 lifts/containers on Route 1 that were not replaced earlier in the week are replaced on Friday.*

  This sequence continues until all containers are serviced and replaced on Route 1, then GreenWaste will use the same methodology to replace containers on Route 2, then Route 3, Route 4, etc. If GreenWaste needs to replace a container that has Tuesday regular service on Monday, GreenWaste will service the container on Monday, exchange the bin and then the customer's regular service will resume on Tuesday. The front-loader will also be used to empty containers depending on the route sequence and some customers will receive the benefit of an extra service at no extra charge.

- GreenWaste will assume responsibility for the removal of front-load bins deemed abandoned by the current hauler throughout the transition and all abandoned front-load bins following the commencement of services for each Participating Agency.

Route Planning & Development | Consistent with the GreenWaste philosophy, developing and utilizing the most efficient routes reduces the carbon footprint of operations, saves resources and provide for consistent and timely service for Customers during the transition and on an ongoing basis. Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the process of route planning and development remains the same. In order to determine the current service routing, GreenWaste will request and arrange for the transfer of route maps and sequential route sheets from the current hauler for input into Tower. GreenWaste must proceed with the assumption that the initial routing data may be inaccurate and has incorporated plans to conduct an initial field reviews. Following the initial review, GreenWaste will begin the process of conducting dry runs to verify the data obtained and making modifications for efficiencies until the first comprehensive routing map is developed. GreenWaste will develop a list of Customers two (2) to three (3) months prior to the commencement of services, in order to accurately assemble a customer database and finalize routes. For additional information on the capabilities of Tower, please refer to Section 2.H | Existing Management and Customer Service Systems.

The initial routes developed will include the precise collection routes by number, together with the days and the times at which collection will regularly commence, start and end points, number of accounts and collection vehicle type. Following the development of initial routes, GreenWaste will conduct dry runs to confirm the accuracy of the data and the efficiency of the planned routes. Once the data has been proven accurate, routes will be finalized within sixty (60) to ninety (90) days of the date of commencement of services, with minor calibration of the routes ongoing to optimize efficiency and reduce overall carbon footprint of the operation. During the first few weeks of service, the Route Supervisor will maintain a close watch on routes to ensure Customers are not missed. All drivers are easily contacted by radio dispatch throughout the day and missed pickups and/or streets are handled the same day they are discovered or notification is received, with the goal of addressing missed pick-ups during the same day; however, if drivers have completed their routes, parked their vehicles in the yard and left for the day, GreenWaste will return first thing the following morning prior to servicing the regular routes.

Customer Service

Customer Service Call Center | Customer service and satisfaction is of the utmost importance to GreenWaste during any transition and sets the stage for ongoing success. The process for setting up the Customer Service Call Center remains the same, regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4). GreenWaste intends to co-locate the Administrative Office & Customer Call Center with the Corporations Yard and Maintenance Facility at 14201 Del Monte Boulevard in Seaside. The location is convenient for all Customers within the Participating Agencies and the co-location of these facilities ensures the highest level of collaboration between operations, billing staff, customer service and the MRWMD. For more information on the development of the Customer Call Center, please refer to the Administrative Office & Customer Call Center Development section included above.

The GreenWaste Customer Call Center will offer a comprehensive suite of options for Customers to make contact with Customer Service Representatives (CSRs) to discuss service questions or to make inquiries regarding billing and payments, and will be staffed by trained and experienced CSRs. The Customer Call Center will maintain regular business operating hours of 7:00 AM – 6:00 PM, Monday through Friday, except on approved holidays. GreenWaste will provide local, toll-free telephone number(s) for Customers and will always have available bilingual CSRs who can respond to telephone inquiries in English and Spanish. When

the Customer Call Center is closed, a telephone answering service or mechanical device will be used to receive inquiries from Customers and an emergency telephone number will be available for the Participating Agencies to contact GreenWaste when the listed telephone number is not attended.

GreenWaste anticipates and is prepared to manage a high call volume during the transition period and will utilize existing Customer Service Management and existing CSR staff to provide support to and take calls during high call volumes. If call volume proves to be higher than anticipated or Customer requests are more complicated than expected, existing CSR staff from the GreenWaste Corporate office in San Jose will be utilized. This allows the existing management and supervisory staff to answer calls in order to relieve the new CSRs and handle the more complicated service requests, while also providing an opportunity to train CSRs on the ultimate resolution. For additional information on the hiring approach, staffing levels and extensive training program for the Customer Service Team, please refer to Section 2.D | Customer Service.

Billing & Database Set-up | GreenWaste will be using the PC Scale Tower system to manage collection operations. This multifunctional platform allows simultaneously functionality and management of multiple jurisdictions, tracking and creating reports for each service areas, and generating invoices. Based on past experience, the single greatest challenge faced in transitioning into a new service area has been incomplete or incorrect data provided by the previous hauler. It is critical that the current hauler provides records and data for existing Customers and service levels that are accurate and complete, before transferring data to GreenWaste. This information enables routes to be developed and finalized prior to the transition, so that service is uninterrupted and billing is accurate. In order to understand and confirm the accuracy of data available from the previous hauler, the GreenWaste Transition Team will work with the current hauler to organize collection data including: billing information, premise information, site information, service levels, route lists, route sequencing, and any comments specific to a customer or premise (including gate codes, lock service, and safety hazards). Knowing the challenges that transitioning to a new hauler presents, GreenWaste has anticipated and allowed sufficient time to thoroughly research and develop accurate Customer data. For additional information on the process of receiving customer data and conducting audits to ensure accuracy, please refer to the Equipment Ordering & Delivery and Route Planning & Development sections included above. For additional information on the set-up and functionality of Tower, please refer to Section 2.H | Existing Management and Customer Service Systems.

Public Education & Outreach Transition Program

The GreenWaste Approach | The GreenWaste approach to a successful Public Education and Outreach Program to facilitate a smooth transition hinges on providing adequate notification and accurate information to all Customers across all sectors. GreenWaste will develop a Public Education and Outreach Transition Plan that outlines the approach and methodology to conduct initial outreach, identifies the public education and outreach materials that will be used for program start-up and the most appropriate method(s) of distribution. Collateral materials developed and outreach conducted will be designed to inform Customers of service changes, provide re-assurance on the aspects of service that remain unchanged, promote new program offerings and offer assistance with any potential uncertainties regarding the change in services and service providers.

GreenWaste has extensive experience in launching new public education and outreach campaigns that coincide with a change in service and new program offerings. Based on this experience, GreenWaste will launch a phased comprehensive Public Education and Outreach campaign well in advance of the

commencement date and utilize multiple sources to distribute information. GreenWaste will be responsible for the development of all collateral materials and will provide the Participating Agencies ample opportunity to review and provide input on collateral materials developed and information distributed directly to Customers as well as the community-at-large.

GreenWaste feels that the minimum requirements for Public Education and Outreach will not achieve the desired results of the Participating Agencies to notify Customer of the service changes and new program offerings while influencing behavioral change to increase diversion at the point of waste generation. GreenWaste has had incredible success during transitions when information is distributed early and regularly leading up to the commencement of services and when targeted collateral materials are metered out to Customers to messaging is effective. Accordingly, GreenWaste has designed a comprehensive Public Education and Outreach Program for the provision of Base Services that goes well beyond the minimum requirements outlined in the RFP. For a complete and detailed description on GreenWaste's Public Education and Outreach Program for the provision of Base Services, please refer to Section 2.C | Public Education and Outreach.

In addition to all of the activities and collateral materials to be developed under the Base Services proposal, GreenWaste has also designed an Expanded Public Education and Outreach Program for transitional as well as ongoing activities. For a complete and detailed description on GreenWaste's Expanded Public Education and Outreach Program offerings, please refer to Section 3.D | Expanded Public Education and Outreach.

Transition Public Education & Outreach Program | The launch of GreenWaste's Public Education and Outreach Program is the same, regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4). In order to ensure success in achieving the Participating Agencies' goals, GreenWaste has designed its initial Public Education and Outreach Program campaign to exceed the minimum requirements outlined in the RFP. GreenWaste will use multiple media sources including print, radio, television and electronic and social media to notify Customers of service changes and new program offerings and will design and distribute general and sector-specific collateral materials using both direct mail pieces and dissemination during container distribution. GreenWaste will also conduct direct outreach to community groups, business and industry groups, and homeowner associations as an opportunity to make contact with the leaders in the community, develop communication networks and make presentations on service changes, promote new collection programs offerings and be available to answer questions.

Transition Collateral – Development & Distribution | GreenWaste will utilize a phased approach for developing and distributing all collateral to target Residential, Multi-family and Commercial Service Customers, regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4). GreenWaste will first identify the messages to be communicated and the purpose of each piece of the collateral, then begin drafting the content and developing a graphic mock-up. Content and format revisions will made with input from the Participating Agencies. GreenWaste will then make appropriate revisions to collateral based on input and recommendations and provide the final draft to the Participating Agencies for review prior to translating the material into Spanish, as appropriate. Well before the commencement of services, GreenWaste will have developed, reviewed, finalized, translated and prepared for print all materials to be disseminated using direct mail and will have printed all outreach and educational pieces to be provided to Customers during container distribution. For additional information on

the contents and purpose of each piece of collateral to be developed and the details of printing specifications, please refer to Section 2.C | Public Education and Outreach.

- Direct Mail Pieces | Prior to the commencement of services, GreenWaste will have reviewed and audited the Customer database to verify the current hauler's customer information. GreenWaste will then use this mailing list as a primary method for direct distribution of initial outreach and educational materials. Depending on whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), following direct mail initial outreach and educational pieces will be distributed:
  - ✓ *New Programs Introductory Mailers (Postcard);*
  - ✓ *Cart Verification & Selection Brochure (Tri-fold self-mailer with tear-off return mailer); and,*
  - ✓ *New & Expanded Services Notice (Postcard or Tri-fold).*
- Distributed with Containers | Leading up to the commencement of services, GreenWaste will have prepared the following sector-specific outreach and educational materials that will be distributed with containers:
  - ✓ *Residential Recycling Guides (Booklet);*
  - ✓ *Multi-Family Recycling Guides (Booklet); and,*
  - ✓ *Commercial Recycling Guides (Booklet).*
- Alternative Proposals (#1-#4) | Additionally, depending on whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), following initial outreach and educational pieces may also be distributed with containers:
  - ✓ *Residential Mixed Organics Program (Flyer); and,*
  - ✓ *Commercial Food Waste Collection Program (Flyer).*

Website Development | Regardless of whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), GreenWaste will have developed and be prepared to launch a section of the GreenWaste website dedicated to each Participating Agency prior to the commencement of services. Separate sections will be developed for the Residential, Multi-Family and Commercial sectors and each will include information on new programs and services and additional resources available to each sector organized in the following format:

- ✓ *Services Offered;*
- ✓ *Bill Pay;*
- ✓ *Rates;*
- ✓ *Debris Box Rental; and,*
- ✓ *Outreach & Education.*

For additional information and representative examples of the information contained on the GreenWaste website, please refer to Section 9 | Attachments.

Direct Outreach & Technical Assistance | GreenWaste has also envisioned and developed a comprehensive and innovative approach to the provision of technical assistance to Commercial and Multi-Family Customers in support of both AB341 and increasing participation in recycling and diversion programs. Depending on

whether the Participating Agencies select the any or all of the Alternative Proposals (#1-#4), the approach to the provision of Technical assistance differs; however, all activities to be conducted leading up to and through the transition phase as well as activities that will be recurring throughout the term of the Agreement are outlined in great detail and may include the following:

- Market assessment to determine best approach to develop an effective messaging strategy including pre- and post-transition approaches tailored to business size, industry, geographic area, language and/or other cultural considerations;
- Transition coordination with collection operations, customer service, billing and processing staff, the Approved Organics Processor(s), direct collaboration with and participation by Participating Agencies and any third parties contracted by the Participating Agencies;
- Prioritization of Customers for conducting site-visits including pre- and post-transition recycling opportunity waste assessments; and,
- Targeted presentations and workshops to business and industry associations, homeowners associations and community groups to promote new programs and offer assistance.

For complete and comprehensive information on the outreach and technical assistance activities during the transition and implementation periods, please refer to Section 2.C | Public Education and Outreach and Section 3.D | Expanded Public Education and Outreach.

Major Components & Tasks of GreenWaste's Transition Plan				
Tasks	Start Date	End Date	Assigned To	Comments
Contract Negotiations	December 2013 – January 2014		F. Weigel T. Adams E. Hanson	✓ GreenWaste will negotiate in good faith with each of the Participating Agencies.
Agreement Execution	February – April 2014		F. Weigel	✓ Estimated execution timeline based on modified schedule from RFP.
Estimated Duration	*3 to 4 months*			
Operations				
Vehicle Procurement	December 2013	February 2015	F. Weigel J. Moresco	✓ Secure production slot. ✓ Track production progress to ensure timely delivery.
Container Procurement	April 2014	February 2014	F. Weigel J. Moresco	✓ Reserve production capacity from vendors and update quantities. ✓ Container staging, preparation, painting, labeling, etc.
Route Planning & Development	February 2014	January 2015	J. Moresco Route Supervisors	✓ Obtain hauler's database ✓ Conduct ongoing audits to verify accuracy of current haulers' database. ✓ Establish routes & conduct dry runs ✓ Audit, calibrate & finalize routes
Estimated Duration	*8 to 11 months*			
Personnel				
Negotiations with Laborers Local 297	February 2014	August 2014	F. Weigel J. Moresco B. Cristina	✓ Initiate and complete contract negotiations
Conduct Outreach to Drivers & Existing Staff	May 2014	January 2015	J. Moresco B. Cristina	✓ Targeted outreach and recruitment. ✓ Discussions with prospective employees
Hiring & Training			T. Adams B. Cristina V. Chavez	✓ New employee hiring & orientation ✓ GreenWaste policy & procedures ✓ Job specific trainings
Estimated Duration	*8 to 11 months*			
Administration				
Corporate Office & Operations Yard	February 2014	March 2015	F. Weigel J. Moresco E. Hanson T. Adams	✓ Complete tenant improvements and all outside facilities development. ✓ Order and install new equipment.

Major Components & Tasks of GreenWaste's Transition Plan | *Continued…*				
Tasks	Start Date	End Date	Assigned To	Comments
Customer Service & Call Center	November 2014	March 2015	T. Adams V. Chavez	✓ Install Tower and Mitel systems. ✓ Begin training CSRs.
Billing & Database Setup			T. Adams V. Chavez	✓ Transition previous haulers' databases. ✓ Fine-tune Tower & Mitel systems with new CSRs.
Estimated Duration | *10 to 12 months*				
Public Education & Outreach				
Develop & Finalize Transition Plan	August 2014	November 2014	E. Hanson T. Adams M. Green	✓ Meetings with Participating Agencies. ✓ Develop and finalize Public Education & Outreach Transition Plan and schedule.
Collateral Development	October 2014	March 2015		✓ Scope and complete collateral. ✓ Finalize and print all outreach materials.
Community Education & Outreach	January 2015	April 2015		✓ Conduct community outreach, meet with business/industry associations, homeowners associations, etc.
Website	March 2015	April 2015		✓ Develop, design and launch Participating Agencies' sections of the GreenWaste website.
Estimated Duration | *6 to 8 months*				

EXHIBIT G5:
CONTRACTOR'S PROPOSAL
APPROVED SUBCONTRACTORS

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EXHIBIT G5
SUBCONTRACTORS

Contractor shall enter into Agreement with a trucking company, to be determined, to provide transportation of Recyclable Materials from the MRWMD to the Contractor Approved Facilities in San Jose for Processing and marketing. Additionally, Contractor shall subcontract with a local pressure-washing/steam-cleaning company and portable toilet service to fulfill the Agency-specific service requirements.

Below are the Approved Facilities, which Contractor shall utilize for the listed services.

Approved Facility or Subcontractor	Services
MRWMD	Solid Waste Disposal C&D Processing / Recycling Composting Last Chance Mercantile Material Recovery Facility (Transfer Station) Household Hazardous Waste Disposal
Marina SmartFerm	Anaerobic Digestion
Jim Friebel Trucking, Inc., HCA Management, Inc., Keith Day Company, or alternative	Transportation of Recyclable Materials from MRWMD to Contractor MRF in San Jose
Monterey Bay Window Cleaning Company, or alternative	Pressure-Washing / Steam-Cleaning Services to Carmel
United Site Services, or alternative	Portable Toilet Services to Carmel
The Offset Project	Outreach, Education , Technical Assistance, Training and Fee-for-Service Program Upgrades (ongoing)

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EXHIBIT H:
ANTICIPATED REQUIRED POSITIONS

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EXHIBIT H
MAXIMUM ANTICIPATED POSITIONS

Positions detailed in this Exhibit H are the maximum anticipated positions needed for the provision of Solid Waste, Recycling and Organic Collection Services in the Cities of Carmel, Del Rey Oaks, Marina, Pacific Grove, Sand City and Seaside and the Pebble Beach Community Services District.

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. GreenWaste will be hiring for these positions as per Section 5.6.B of the Agreement.

Table 3 represents a position specific to the City of Carmel-by-the-Sea. This is a non-management position, classified as hourly non-exempt. GreenWaste will be hiring for this position as per Section 5.6.B of the Agreement.

Table 1: Management Positions

Position	Name	Classification	FTE
General Manager	Jim Moresco	Management, Exempt	1
Maintenance Manager	Joe Ribeiro	Management, Exempt	1
Environmental Outreach Manager	Charlie Cordova	Management, Exempt	1
Operations Manager	TBD	Management, Exempt	1
Route Supervisor	TBD	Management, Exempt	1
Maintenance Shop Supervisor	TBD	Management, Exempt	1
Customer Service/Office Supervisor	TBD	Management, Exempt	1
		Total Management Positions	**7**

Table 2: Non-Management Positions

Position	Name	Classification	FTE
Drivers	TBD	Non-Management, Non-Exempt	32
Container Distribution	TBD	Non-Management, Non-Exempt	1
Dispatchers	TBD	Non-Management, Non-Exempt	2
Yard Personnel	TBD	Non-Management, Non-Exempt	1
Loader Operator	TBD	Non-Management, Non-Exempt	1
Maintenance Mechanic	TBD	Non-Management, Non-Exempt	1
Container Maintenance/Welders	TBD	Non-Management, Non-Exempt	2
Customer Service Representatives	TBD	Non-Management, Non-Exempt	4
Environmental Outreach Coordinators	TBD	Non-Management, Non-Exempt	2
		Total Non-Management Positions	**46**

Table 3: Carmel-Specific Position

Position	Name	Classification	FTE
Village & Beach Clean-up Superintendent	TBD	Non-Management, Non-Exempt	0.6
		Total Non-Management Positions	**0.6**

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EXHIBIT I:
GREENWASTE RECOVERY
ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

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GreenWaste Recovery, Inc.

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

1.0 STATEMENT OF POLICY

It is the policy of GreenWaste Recovery Inc. to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness;
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety;
- Purchase products that reduce greenhouse gas emissions in their production, shipping, use and discard; and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

2.0 PURPOSE

This Policy is adopted in order to:

- Conserve natural resources,
- Minimize environmental impacts such as pollution and use of water and energy,
- Eliminate or reduce toxics that create hazards to workers and our community,
- Support strong recycling markets,
- Reduce materials that are landfilled,
- Increase the use and availability of environmentally preferable products that protect the environment,
- Identify environmentally preferable products and distribution systems,
- Reward manufacturers and vendors that reduce environmental impacts in their production and distribution systems or services, and
- Create a model for successfully purchasing environmentally preferable products that encourages the use of agricultural fibers, chlorine-free manufacturing processes, wood from sustainably harvested forests, and other environmentally friendly practices, and that encourages other purchasers in our community to adopt similar goals.

3.0 STRATEGIES FOR IMPLEMENTATION

3.1 *Source Reduction*

3.1.1 GreenWaste shall institute practices that reduce waste, encourage reuse, and result in the purchase of fewer products.

3.1.2 GreenWaste shall purchase remanufactured products such as toner cartridges, furniture, equipment and automotive parts.

3.1.3 Consider short-term and long-term costs in comparing product alternatives. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance and replacement parts, disposal costs and expected lifetime compared to other alternatives.

3.1.4 Purchase products that are durable, long lasting, reusable or refillable and avoid purchasing that are one-time use or disposable.

3.1.5 Vendors shall be encouraged to take back packaging for reuse.

3.1.6 Specify a preference for packaging that is reusable, recyclable or compostable, when suitable uses and programs exist.

3.1.7 Encourage vendors to take back and reuse pallets and other shipping materials.

3.1.8 Encourage suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, to take back equipment for reuse or environmentally sound recycling when GreenWaste discards or replaces such equipment, whenever possible.

3.1.9 Consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally sound recycling when GreenWaste discards or replaces such equipment, whenever possible.

3.1.10 Print and copy all documents on both sides to reduce the use and purchase of paper. Printers and copiers shall be set to default to duplex.

3.2 *Recycled Content Products*

3.2.1 Purchase products that contain the highest post-consumer content available, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products.

3.2.2 Purchase copiers and printers compatible with the use of recycled content and remanufactured products.

3.2.3 GreenWaste shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.

3.2.4 Ensure pre-printed recycled content papers intended for distribution that are purchased or produced contain a statement that the paper is recycled content and indicate the percentage of post-consumer recycled content.

3.3 *Energy Efficient and Water Saving Products*

3.3.1 Purchase energy-efficient equipment with the most up-to-date energy efficiency functions.

3.3.2 Where applicable, GreenWaste shall replace inefficient interior lighting with energy-efficient equipment.

3.3.3 GreenWaste shall purchase U. S. EPA Energy Star certified products when available.

3.3.4 GreenWaste shall purchase water-saving products, which includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

3.4 *Green Building Products and Practices*

3.4.1 Consider Green Building practices for design, construction, and operation as described in the LEED Rating System for all building and renovations undertaken by GreenWaste Recovery, Inc.

3.5 *Landscaping Products and Practices*

3.5.1 All landscape renovations, construction and maintenance performed by GreenWaste, including workers and contractors providing landscaping services for GreenWaste, shall employ Bay-Friendly Landscaping or sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grass-cycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. GreenWaste shall limit the amount of impervious surfaces in the landscape, wherever practicable.

3.6 *Toxics and Pollution Prevention Products and Practices*

3.6.1 Manage pest problems through prevention and physical, mechanical and biological controls. GreenWaste 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.

3.6.2 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.

3.6.3 Purchase or require janitorial contractors to supply, industrial and institutional cleaning products that meet Green Seal or EcoLogoTM certification standards for environmental preferability and performance.

3.6.4 Purchase paper, paper products, and janitorial paper products that are unbleached or are processed without chlorine or chlorine derivatives.

3.6.5 Prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, furniture and flooring.

3.6.6 Purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, GreenWaste should give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs. In addition, whenever lead- or mercury-containing products require disposal, GreenWaste will dispose of those products in the most environmentally safe manner possible. All fluorescent lamps and batteries will be recycled.

3.6.7 Specify that desktop computers, notebooks and monitors purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

3.6.8 When replacing vehicles, GreenWaste shall consider less-polluting alternatives to diesel such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells, as available.

3.7 *Bio-Based Products*

3.7.1 Encourage the use of vehicle fuels made from non-wood, plant-based contents such as vegetable oils whenever practicable.

3.7.2 Use paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues.

3.7.3 Use bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery.

3.7.4 Purchase compostable plastic products that meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Meet ASTM D6868-03 standards for biodegradable plastics used as coatings on paper and other compostable substrates.

3.7.5 Ask vendors to provide proof of compliance with ASTM standards for compostable, biodegradable and degradable plastic products upon request. One acceptable proof of compliance for compostable plastic products will be certification by the Biodegradable Products Institute (BPI).

3.8 *Forest Conservation Products*

3.8.1 To the greatest extent practicable, do not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council certification.

3.8.2 Encourage the purchase or use of previously used or salvaged wood and wood products whenever practicable.

4.0 PRIORITIES

4.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices. Nevertheless, GreenWaste recognizes its duty to act in a fiscally responsible as well as a timely manner.

4.2 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

4.3 Nothing contained in this policy shall be construed as requiring GreenWaste, department, purchaser, or contractor to take any action that conflicts with local, state or federal requirements.

4.4 GreenWaste has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

5.0 IMPLEMENTATION

5.1 The person responsible for purchasing shall implement this policy in coordination with other appropriate GreenWaste personnel.

5.2 As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and post-consumer material in their products, even when such percentages are zero.

5.3 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.

5.4 Purchasers shall include businesses certified by the Bay Area Green Business Program in purchasing requests for products and services.

5.5 Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to GreenWaste.

6.0 PROGRAM EVALUATION

6.1 The person responsible for purchasing shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

7.1 "American Society for Testing and Materials" means ASTM International, an open forum for the development of high quality, market relevant international standards use around the globe.

7.2 "Bay Area Green Business Program" is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.

7.3 "Bay-Friendly Landscaping" means working with the natural ecosystems of the San Francisco Bay Area to foster soil health, to reduce runoff and pollution, prevent and reuse plant waste, and conserve water and other natural resources. Bay-Friendly Landscaping practices are described in the Bay-Friendly Landscape Guidelines, by StopWaste.Org.

7.4 "Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

7.5 "Biodegradable plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

7.6 "Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

7.7 "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

7.8 "Compostable plastic" means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.

7.9 "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with GreenWaste or serves in a subcontracting capacity with an entity having a contract with GreenWaste for the provision of goods or services.

7.10 "Degradable plastic" means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.

7.11 "EcoLogoTM" is a third-party, multi-attribute eco-labeling program founded by the Canadian government in 1988. The Program compares products / services with others in the same category, develops rigorous and scientifically relevant criteria, and awards the EcoLogo to those that are environmentally preferable throughout their entire lifecycle.

7.12 "Electronic Product Environmental Assessment Tool" (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes.

7.13 "Energy Star" means the U.S. EPA's energy efficiency product labeling program.

7.14 "Energy-Efficient Product" means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.

7.15 "Federal Energy Management Program" is a program of the Department of Energy that issues a series of Product Energy Efficiency Recommendations that identify recommended efficiency levels for energy-using products.

7.16 "Forest Stewardship Council" is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

7.17 "Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

7.18 "Integrated Pest Management" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

7.19 "LEEDTM Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEEDTM) Commercial Green Building Rating System, or other related LEEDTM Rating System, approved by the U.S. Green Building Council and designed for rating new and existing commercial, institutional, and residential buildings.

7.20 "Organic Pest Management" prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).

7.21 "Post-consumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

7.22 "Pre-consumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

7.23 "Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and post-consumer material but does not include excess resources of the manufacturing process.

7.24 "Recycled Content" means the percentage of recovered material, including pre-consumer and post-consumer materials, in a product.

7.25 "Recycled Content Standard" means the minimum level of recovered material and/or post-consumer material necessary for products to qualify as "recycled products."

7.26 "Recycled Product" means a product that meets GreenWaste's recycled content policy objectives for post-consumer and recovered material.

7.27 "Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

7.28 "Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

7.29 "Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

7.30 "U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

7.31 "Water-Saving Products" are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

8.1 This policy shall take effect on January 1, 2011.

Tracy Adams, Chief Administrative Officer