

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MID VALLEY DISPOSAL, a California corporation, whose address is 15300 W. Jensen Ave, Kerman, CA 93630, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has a need for solid waste collection, disposal, and recycling services; and

WHEREAS, the COUNTY issued Request for Quotation No.17-057 ("the RFQ") which solicited bids from qualified vendors to provide solid waste collection, disposal, and recycling services; and

WHEREAS, the CONTRACTOR submitted the most responsive bid for providing the services requested in the RFQ; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services as stated in the CONTRACTOR'S response to the RFQ ("the Response").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide all solid waste collection, disposal, and recycling Services at specified COUNTY facilities in accordance with the specifications, requirements, terms, conditions, etc. of the RFQ and the Response, which are attached hereto as Exhibit "A" and Exhibit "B," respectively, and incorporated herein by reference.

B. CONTRACTOR shall comply with all requirements of the Non-Exclusive Waste Haulers Agreement (NEWHA), including but not limited to, renewal, maintaining the appropriate permits, complying with inspections, record keeping, reporting, and payment of fees, a fully executed copy of which is attached hereto as Exhibit "C" and incorporated herein by

1 reference.

2 C. CONTRACTOR shall be responsible for the collection, transportation, and
3 disposal of solid waste generated at designated facilities in accordance with all local, state, and
4 federal laws.

5 D. CONTRACTOR shall provide containers for the collection of solid waste
6 materials generated at each designated facility

7 E. CONTRACTOR shall collect solid waste on a regularly scheduled basis, as
8 determined by CONTRACTOR and agreed upon by COUNTY.

9 F. CONTRACTOR shall maintain a clean area around dumpsters, removing
10 any debris created as a result of the collection activity.

11 G. CONTRACTOR shall respond to irregularities in waste generation, and
12 must respond within 24 hours to any unforeseen/special pick-ups requested by COUNTY.

13 H. CONTRACTOR shall provide provisions for organics recycling to be
14 implemented at County facilities by July, 2019.

15 I. For each quarterly period of this Agreement, CONTRACTOR shall prepare
16 a report summarizing the services (pickups, loads, etc.) provided at each County facility location
17 for the **preceding 3 months** ("Quarterly Report"). The Quarterly Report and all accompanying
18 documentation must be received by COUNTY by the 15th of the month following the end of the
19 quarter covered by the Quarterly Report. For example, a Quarterly Report must be submitted by
20 April 15th reflecting services provided in the preceding January, February, and March. Each
21 Quarterly Report shall be provided in the format attached hereto as Exhibit "D". All reports shall be
22 submitted in both electronic and hard copy format to:

23
24 Email:

25 fcswdrdesk@co.fresno.ca.us

Address:

26 ATTN: Tonnage Desk
27 PWP – Resources
28 2220 Tulare Street 6th Floor
Fresno, CA 93721

1
2 2. OBLIGATIONS OF THE COUNTY

3 A. COUNTY shall compensate the CONTRACTOR as provided in Section 5
4 of this Agreement.

5 B. COUNTY shall provide CONTRACTOR with a list of all COUNTY facilities
6 to be serviced by CONTRACTOR under this Agreement, which further specifies the particular
7 department or division of the COUNTY to which the services for each such facility shall be billed.

8 3. TERM

9 This Agreement shall commence upon execution and remain in effect for a period of
10 three (3) years (the "Primary Term"). This Agreement may be extended for two (2) additional one
11 (1) year periods, upon written approval of both parties (each a "Renewal Term"). The Director of
12 Internal Services/Chief Information Officer or his or her designee is authorized to execute such
13 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
16 be provided hereunder, are contingent on the approval of funds by the appropriating government
17 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
18 Agreement terminated, at any time, by giving the CONTRACTOR thirty (30) days advance written
19 notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate
21 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
23 2) A failure to comply with any term of this Agreement;
24 3) A substantially incorrect or incomplete report submitted to the
25 COUNTY;
26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the
28 COUNTY of any breach of this Agreement or any default, which may then exist on the part of the

1 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
2 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
3 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
4 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
5 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
6 demand.

7 C. Without Cause -- Under circumstances other than those set forth above,
8 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
9 notice of an intention to terminate to CONTRACTOR.

10 5. COMPENSATION:

11 COUNTY agrees to pay CONTRACTOR for all solid waste collection, disposal, and
12 recycling services provided under this Agreement in accordance with the rates set forth as in
13 CONTRACTOR's Quotation Schedule attached hereto as Exhibit "E" and incorporated herein by
14 reference.

15 Expenditures for the 3 year Primary Term shall not exceed \$300,000. Expenditures for
16 each Renewal Term shall not exceed \$100,000. In no event shall expenditures during the entire
17 potential five (5) year term of this Agreement exceed \$500,000. It is understood that all expenses
18 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
19 CONTRACTOR.

20 6. INVOICING:

21 CONTRACTOR shall submit via U.S mail, monthly invoices in arrears to the
22 responsible COUNTY department or division listed below. For example, the monthly invoice sent
23 to the Internal Services Department shall cover only those services provided at facilities under that
24 Department's authority for the preceding month.

25 County of Fresno
26 Internal Services Department
27 Facility Services Division
28 4590 E. Kings Canyon Rd
Fresno, CA 93702

County of Fresno
Sheriff-Coroner's Office
Attn: Business Office -- Account Payables
2200 Fresno St.
Fresno, CA 93717

1 County of Fresno
2 Public Works & Planning – Roads
3 2220 Tulare St., 6th Floor
4 Fresno, Ca 93721

5 The invoice and all accompanying documentation must be received by the
6 applicable COUNTY department or division by the 15th of the month for the previous month's
7 billing. At a minimum, each invoice shall reference the provided contract number and shall contain
8 the following information:

- 9 • An exact description and count by date of each of the services (pickups,
10 loads, etc.) at each location provided in the previous calendar month and
11 extended by the appropriate service rate.
- 12 • Signed copies of dispatch tickets from CONTRACTOR and certified weight
13 tickets from the disposal or processing site, including the date, truck number,
14 and tare weight, and net weight of recyclable materials, compostable
15 materials, and trash hauled during the month.
- 16 • A summary, shown as a credit, of the proceeds from the sales of recyclables,
17 must be part of the invoice.
- 18 • Any other information that COUNTY deems necessary.

19
20 In the event any errors, overcharges or omissions are identified in the monthly
21 invoice, CONTRACTOR shall provide a new corrected invoice for the month in question. Invoice
22 terms shall be net 45 days.

23 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and
24 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
25 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
26 employees will at all times be acting and performing as an independent contractor, and shall act in
27 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
28 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or

1 direct the manner or method by which CONTRACTOR shall perform its work and function.
2 However, COUNTY shall retain the right to administer this Agreement so as to verify that
3 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

4 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
5 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the
6 subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have
8 absolutely no right to employment rights and benefits available to COUNTY employees.
9 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
10 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
11 responsible and save COUNTY harmless from all matters relating to payment of
12 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
13 regulations governing such matters. It is acknowledged that during the term of this Agreement,
14 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
15 Agreement.

16 8. MODIFICATION: Any matters of this Agreement may be modified from time
17 to time by the written consent of all the parties without, in any way, affecting the remainder.

18 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
19 Agreement nor their rights or duties under this Agreement without the prior written consent of the
20 other party.

21 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
22 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
23 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
24 resulting to COUNTY in connection with the performance, or failure to perform, by
25 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
26 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
27 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
28 of CONTRACTOR, its officers, agents, or employees under this Agreement.

1 11. INSURANCE

2 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
3 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
4 following insurance policies or a program of self-insurance, including but not limited to, an
5 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
6 Agreement:

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than One Million
9 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
10 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
11 including completed operations, products liability, contractual liability, Explosion-Collapse-
12 Underground, fire legal liability or any other liability insurance deemed necessary because of the
13 nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
16 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
17 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand
18 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand
19 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in
20 connection with this Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
23 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
24 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
25 aggregate.

26 D. Worker's Compensation

27 A policy of Worker's Compensation insurance as may be required by the California
28 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability

1 insurance naming the County of Fresno, its officers, agents, and employees, individually and
2 collectively, as additional insured, but only insofar as the operations under this Agreement are
3 concerned. Such coverage for additional insured shall apply as primary insurance and any other
4 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
5 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
6 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
7 written notice given to COUNTY.

8 Within thirty (30) days from the date CONTRACTOR signs and executes this
9 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
10 above for all of the foregoing policies, as required herein, to the **County of Fresno, Internal**
11 **Services Department, Facility Services, Attn: Facility Services Manager, 4590 E. Kings**
12 **Canyon Rd, Fresno Ca 93702**, stating that such insurance coverages have been obtained and
13 are in full force; that the County of Fresno, its officers, agents and employees will not be
14 responsible for any premiums on the policies; that such Commercial General Liability insurance
15 names the County of Fresno, its officers, agents and employees, individually and collectively, as
16 additional insured, but only insofar as the operations under this Agreement are concerned; that
17 such coverage for additional insured shall apply as primary insurance and any other insurance, or
18 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
19 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
20 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
21 written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance coverage
23 as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
24 terminate this Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the State
26 of California, and such insurance shall be purchased from companies possessing a current A.M.
27 Best, Inc. rating of A FSC VII or better.

28 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during

business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

13. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Internal Services Department
Robert W. Bash
Director of Internal Services/
Chief Information Officer
333 W. Pontiac Way
Clovis, CA. 93612
Phone: (559) 600-6200

CONTRACTOR

Mid Valley Disposal
Jay Kalpakoff
1530 W. Jensen Ave
Kerman, CA. 93630
(559) 237-9425

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the

1 next beginning of a COUNTY business day), provided that the sender maintains a machine record
2 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
3 this section establishes, waives or modifies any claims presentation requirements or procedures
4 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
5 the Government Code, beginning with section 810).

6 14. GOVERNING LAW: Venue for any action arising out of or related to this
7 Agreement shall only be in Fresno County, California.

8 The rights and obligations of the parties and all interpretation and performance of
9 this Agreement shall be governed in all respects by the laws of the State of California.

10 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

11 This provision is only applicable if the CONTRACTOR is operating as a
12 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
13 CONTRACTOR changes its status to operate as a corporation.

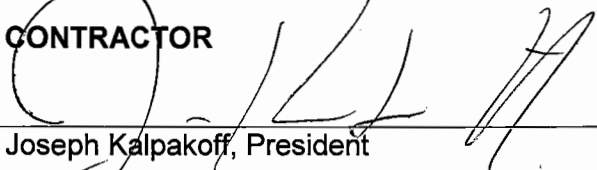
14 Members of the CONTRACTOR's Board of Directors shall disclose any self-
15 dealing transactions that they are a party to while CONTRACTOR is providing goods or
16 performing services under this agreement. A self-dealing transaction shall mean a transaction
17 to which the CONTRACTOR is a party and in which one or more of its directors has a material
18 financial interest. Members of the Board of Directors shall disclose any self-dealing
19 transactions that they are a party to by completing and signing a Self-Dealing Transaction
20 Disclosure Form, attached hereto as Exhibit "F" and incorporated herein by reference, and
21 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
22 immediately thereafter.


23 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
24 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
25 supersedes all previous Agreement negotiations, proposals, commitments, writings,
26 advertisements, publications, and understandings of any nature whatsoever unless expressly
27 included in this Agreement. In the event of any inconsistency in interpreting the documents which
28 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the

1 following order of priority: (1) the text of this Agreement (excluding exhibits "A" and "B");(2) Exhibit
2 "A" (the RFQ); and (3) Exhibit "B" (the Response).

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR**

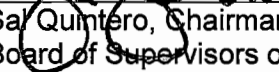
4 
5 Joseph Kalpakoff, President

6 
7 Joe Heisdorf, Chief Financial Officer

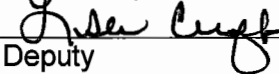
8 Mid-Valley Disposal
9 15300 W. Jensen Ave
10 Kerman, CA. 93630

11 FOR ACCOUNTING USE ONLY:
12 Org No.: 8935
13 Account No./Fund: 7431/1045/10000
14 Requisition No.: 1321701054
15
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28

COUNTY OF FRESNO


Sal Quintero, Chairman of the
Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

COUNTY OF FRESNO



REQUEST FOR QUOTATION NUMBER: 17-057 SOLID WASTE & RECYCLING

Issue Date: May 18, 2017

Closing Date: JUNE 20, 2017 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Bryan Hernandez at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

PRINT NAME

TITLE

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321701054

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
BID INSTRUCTIONS	4
GENERAL REQUIREMENTS & CONDITIONS.....	5
INSURANCE REQUIREMENTS	13
PARTICIPATION.....	15
REFERENCE LIST.....	16
SCOPE OF WORK.....	17
QUOTATION SCHEDULE.....	20
ATTACHMENT A	21
CHECK LIST	22

KEY DATES

RFQ Issue Date: **May 18, 2017**

Vendor Conference: **May 31, 2017 at 10:00 A.M.**
County of Fresno
Plaza Building
2220 Tulare Street, P Level
Fresno, CA 93721
Please check in at County Security Parking Desk.

Written Questions for RFQ Due: **June 2, 2017 at 9:00 A.M.**
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: **June 20, 2017 at 2:00 P.M.**
Quotations must be electronically submitted on the Bid Page.

Site Inspection: **May 31, 2017 following the Vendor Conference.**
Plaza Building
2220 Tulare Street
Fresno, CA 93721

VENDOR CONFERENCE & SITE INSPECTION:

After the vendor conference, we will be departing to various sites that pertain to this project. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Bryan Hernandez at County of Fresno - Purchasing, (559) 600-7117, if they are planning to attend.

OVERVIEW

The County of Fresno is soliciting bids to establish an agreement with one or more bidders under which the successful bidder(s) will provide solid waste and recycling pick-up at locations listed on the Quotation Schedule.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by June 2, 2017 at 9:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Bryan Hernandez at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

SAMPLES: On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: Invoices shall be delivered to the following:

For Public Works Locations: Public Works and Planning, 2220 Tulare Street 6th Floor, Fresno, CA 93721. Please list location of service and list division, for example: Public Works Roads – Area 3 (see Quotation Schedule).

All other locations: Facility Services, 4590 E. Kings Canyon, Fresno, CA 93702

PAYMENT: Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by the various County Departments.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the

nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed. At a minimum, the following operational records relating to each of the following shall be maintained by Contractor for a period of three (3) years following the date of expiration or termination of this Agreement:

1. Customer account information and billing records.
2. Tonnage of material collected, identified by type (e.g., Solid Waste, Recyclable Material, Organic Material, or Construction and Demolition Debris), listed by the Processing Site or Solid Waste Facility to which such materials were delivered. To the extent possible, Contractor also shall maintain in its records information that separately accounts for the respective amounts of tonnage collected by Contractor from its residential and commercial Customers.
3. Tonnage (if any) of Recyclable Materials, Organic Material, or Construction and Demolition Debris (C&D) Diverted from Disposal by Contractor, together with supporting documentation.
4. Diversion level (if applicable), which shall equal tonnage Diverted by Contractor divided by the tonnage Collected by Contractor multiplied by 100, listed separately by month for the previous quarter. Tonnage Diverted shall reflect Discarded Materials Processed less Residual Disposed.
5. Residual levels of processed or composted materials.
6. Weight tickets from:
 - i. each Solid Waste Facility documenting the tonnage of Solid Waste Collected by Contractor within the County's unincorporated area and delivered to such Solid Waste Facility;
 - ii. Processing Sites documenting the tonnage of Discarded Materials collected within the County's unincorporated area and delivered to the approved Processing Sites; and
 - iii. permitted Solid Waste Facilities documenting the tonnage of Residual delivered to such facilities by vehicle, date and time.
7. Provide a list of County facilities including facility names, service addresses, contact information and service levels, that may fall within the requirements of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Organics Recycling).

The information listed above shall be provided by Contractor to the County upon request.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Department of Public Works and Planning, Attn: Deputy Director of Resources and Administration – NEWHA, 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County of Fresno on behalf of the Internal Services Department – Facility Services and Public Works and Planning are requesting quotations from qualified vendors to provide the following Solid Waste Collection, Disposal, and Recycling Services.

The County of Fresno desires to contract with one or more vendors to pick up and dispose of all solid waste and recyclable materials, including organic waste recycling from the County facilities listed on the quotation schedule of this RFQ.

I. COUNTY-WIDE SOLID WASTE MANAGEMENT

- A. Vendor is required to execute Non-Exclusive Waste Hauler Agreement (NEWHA) in accordance with Fresno County Ordinance Code Section 8.24, et. seq.
- 1) Vendor(s) will be responsible for the collection, transportation, and disposal of solid waste generated at designated facilities in accordance with all local, state, and federal laws.
 - 2) Vendor(s) will provide containers for the collection of solid waste materials generated at each designated facility.
 - 3) Vendor(s) is expected to collect solid waste on a regularly scheduled basis, determined by the vendor(s) and agreed upon by the County.
 - 4) Vendor(s) is expected to maintain a clean area around dumpsters removing any debris created as a result of the collection activity.
 - 5) Vendor(s) will be expected to respond to irregularities in waste generation, and must respond within 24 hours to any unforeseen/special pick-ups requested by the County.

II. COUNTY-WIDE RECYCLING PROGRAM

Fresno County is committed to waste reduction and recycling. Recycling is an official County policy and employees have been participating in an in-house recycling program. Depending on service levels, each site will need between 1-3 96 gallon recycling carts (with the exception of the Plaza Building):

Non Organic Waste

White Ledger	#1 PET Plastic Bottles	Boxes
Colored Ledger	#2 HDPE Plastic Bottles	Frames (Certificate)
Computer Print Out	Milk Cartons	Press Board
Copier & Laser Print Paper	Drink Boxes	Cups
Newspapers	Steel Cans	Containers
Magazines	Aluminum Cans	Peanuts/Popcorn
Boxboard	Blueprints	Envelopes

Organic Waste

Bidder to provide provisions for organics recycling to be implemented at County facilities by July 2019.

Food waste	Green Waste	Landscape and pruning waste
Nonhazardous wood waste	Food-soiled paper	

III. REPORTING REQUIREMENTS**Monthly Invoicing**

The Contractor shall submit an invoice to the County monthly in arrears. The invoice and all accompanying documentation must be received by the County by the 15th of the month for the previous month's billing. At a minimum, the Contractor's invoice shall contain the following information:

- ❖ An exact description and count by date of each of the services (pickups, loads, etc.) at each location provided in the previous calendar month and extended by the appropriate service rate.
- ❖ Signed copies of dispatch tickets from the Contractor and certified weight tickets from the disposal or processing site, including the date, truck number, and tare weight and net weight of recyclable materials, compostable materials, and trash hauled during the month.
- ❖ A summary, shown as a credit, of the proceeds from the sales of recyclables, must be part of the invoice.

The Contractor's monthly invoice shall include any other information that the County deems necessary. In the event that errors, overcharges or omissions are identified in the monthly invoice, the Contractor shall provide a new corrected invoice for the month in question. The County shall remit payment to the Contractor in accordance with California State prompt payment act.

Monthly Report

The Contractor shall prepare a monthly report summarizing the services (pickups, loads, etc.) provided at each County facility location for the prior month. All reports should be submitted electronically to: FCSWDR_Desk@co.fresno.ca.us and hard copies sent to PWP – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721, Attn: Tonnage Desk. The monthly report and all accompanying documentation must be received by the County by the 15th of the month for the previous month.

The monthly report will be provided in the following format for each facility location and summarized for all County facilities.

Facility A (add lines for multiple service locations or multiple containers at each facility)

Services	Container Size and Frequency (scheduled pickups per week)	# Pickups in January 2017 (actual)	Total Volume Collected in January 2017 (cubic yards)
Recycling	4 cubic yards/2 per week	10	40
Organics	2 cubic yards/1 per week	5	10
Solid Waste	4 cubic yards/1 per week	5	20
Total Diversion	Recycling + Organics		50
Total Disposal	Solid Waste		20
Total Generation	Total Diversion + Total Disposal		70
Diversion Rate	Total Diversion/Total Generation		71%

Annual Report

The Contractor shall prepare an annual report summarizing the services (pickups, loads, etc.) provided at each County facility location for the calendar year. All reports should be submitted electronically to: FCSWDR_Desk@co.fresno.ca.us and hard copies sent to PWP – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721, Attn: Tonnage Desk. The annual report and all accompanying documentation must be received by the County by the 15th of March each year.

The annual report will be provided in the following format for each facility location and summarized for all County facilities.

Facility A (add lines for multiple service locations or multiple containers at each facility)

Services	Container Size and Frequency (scheduled pickups per week)	# Pickups in 2017 (actual)	Total Volume Collected in 2017 (cubic yards)
Recycling	4 cubic yards/2 per week	104	416
Organics	2 cubic yards/1 per week	52	104
Solid Waste	4 cubic yards/1 per week	52	208
Total Diversion	Recycling + Organics		520
Total Disposal	Solid Waste		208
Total Generation	Total Diversion + Total Disposal		728
Diversion Rate	Total Diversion/Total Generation		71%

IV. PLAZA BUILDING SITE

Due to the limited spacing (see Attachment A of Quotation Schedule) at our Plaza Building location, please provide us a recommendation and details on how your company will be able to provide services. During site inspection, you will have the ability to view the area where we currently have the compactor and where the solid waste will be located.

QUOTATION SCHEDULE

Department	Service Type	QTY	Pick Ups (per week)	Monthly Amount
Public Works Roads Area 3 779 E. Polk Ave. Coalinga, CA 93210	30 Yard Roll Off	1	1	
	96 Gallon Recycle Cart	1	1	
Public Works Roads Area 5 2544 W. Mountain View Caruthers, CA 93609	30 Yard Roll Off	1	1	
	96 Gallon Recycle Cart	1	1	
Public Works Roads Area 7 9400 N. Matus Ave. Fresno, CA 93720	25 Yard Roll Off	1	1	
	96 Gallon Recycle Cart	1	1	
Public Works Roads Area 8 4525 E. Olive Sanger, CA 93657	25 Yard Roll Off	1	1	
	96 Gallon Recycle Cart	1	1	
Public Works Roads Area 9 3633 S. Del Rey Ave. Sanger, CA 93657	25 Yard Roll Off	1	1	
	96 Gallon Recycle Cart	1	1	
Sheriff-Coroner's Office Main Jail 1225 M. Street Fresno, CA 93721	40 Yard Roll Off	1	3	
	14 Yard Organic Bin	1	3	
	14 Yard Recycle Bin	1	3	
Sheriff-Coroner Central Kitchen 200 N. H Street Fresno, CA 93701	30 Yard Roll Off Recycle	1	1	
	4 Yard Organic Bin	2	5	
Plaza Building 2220 Tulare Street Fresno, CA 93721	25 Yard Compactor – Recycle	1	1	
	6 Yard Solid Waste Bin	1	1	
<u>Please see Attachment A for special instructions</u>				

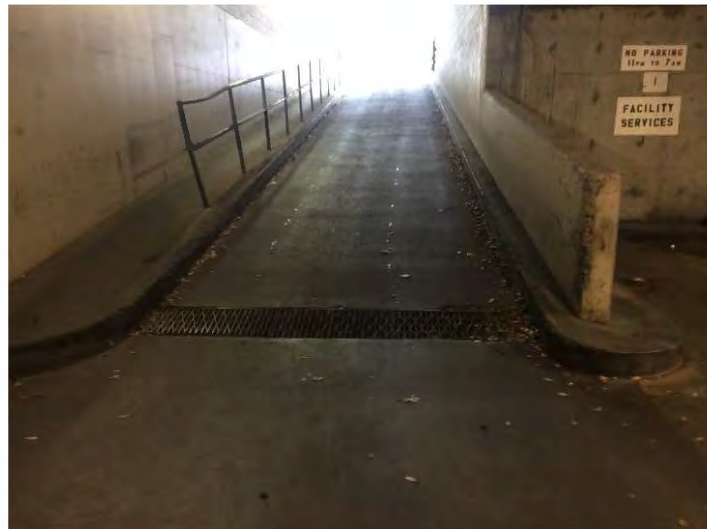
ATTACHMENT A

The 25-yard compactor is located on the basement level of the Plaza Building. There is only one entrance that trucks can enter and exit. The entrance is located on the Kern St. side of the building. See pictures below for the dimension of the entrance/exit. Due to spacing constraints of employee parking, pick up must be accomplished by 5:30am and immediately returned. Please see measurements below.

**Exterior of entrance- Ht.: 10' 2"
W: 8'**



**Interior of entrance: W 8'
Interior clearance: Ht.: 12'**



Compactor dimensions- Height: 6.5' Length: 22.5' Width: 8.75'



CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ Addenda, if any, have been signed and included in the bid package.
3. _____ The completed *Reference List* as provided with this RFQ.
4. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. _____ The *Participation* page as provided within this RFQ has been signed and included
7. _____ *Bidder to Complete* page as provided with this RFQ.
8. _____ Return checklist with RFQ response.
9. _____ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

Exhibit A

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 17-057

SOLID WASTE & RECYCLING

Issue Date: June 7, 2017

CLOSING DATE: JUNE 20, 2017 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance, contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-057 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-057

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321701054

QUESTIONS AND ANSWERS

Q1. Will there be an option for an all-in bid?

A1. *Vendors can submit an all in bid for all locations. However, the County reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination.*

Q2. In regard to Franchise Fees, would this fall under NEWHA?

A2. *Yes, all haulers will be required to execute a NEWHA agreement, as per Ordinance Section 8.24 and will be required to remit County Surcharges and related fees.*

Q3. Page 6, Prices. Is the price fixed for the initial term of three years or would there be an annual rate adjustment procedure? Annual rate adjustments are customary.

A3. *The pricing should be firm for 3 years if possible, if not the County will accept a 30 day written notice of any price increases, subject to County Purchasing's approval.*

Q4. Page 7, Renewal. Following this further, if the contract is renewed and the price is fixed during the initial term, would it remain fixed during the renewal term?

A4. *See answer in Q3.*

Q5. Page 8, Self-Dealing Transaction Disclosure. Is the disclosure only required as to transactions taking place in Fresno County?

A5. *Self Dealing is the conduct of a trustee, an attorney, a corporate officer, or other fiduciary that consists of taking advantage of his position in a **transaction** and acting for his own interests rather than for the interests of the beneficiaries of the trust, corporate shareholders, or his clients.*

Q6. Page 10, Tie Bids. Does the process for resolving a tie in favor of a Fresno County vendor apply, since the Local Vendor Preference does not apply to this solicitation (page 5)? If it does, what is required to be considered a local vendor, having a facility in the County of having its headquarters in the County?

A6. *Local Vendor Preference does not apply to this RFQ. However, in the event of a tie bid, with all other factors being equal, tie bidders will have a chance to rebid.*

Q7. Page 10, Audit and Retention. Do the recordkeeping requirements only apply to the performance of this contract? They are stated much more broadly in the RFQ, such as asking for information as to Solid Waste collected within the County's unincorporated area. Also, are tonnage records required where it is not practicable to obtain them? This would be the case for collection using carts and bins. There is not enough volume to run a route specific to County facilities, and the material would be combined in the route truck with material collected elsewhere. Could estimates based on volume of material collected be used to meet the reporting requirement?

A7. *The awarded vendor will conduct a study with County Staff to determine an acceptable practice for Reporting Requirements.*

Q8. Page 13, Insurance. Would the requirement for 30 days' notice of policy changes be waived since insurance carriers do not typically provide this information on an insurance certificate? Certificates typically only provide the notice of cancellation to an additional insured.

A8. The County does not need to be notified of policy changes as long as the policy continues to meet the minimum insurance requirements as stated in the RFQ.

Q9. Page 18, Reporting Requirements. Same issue as with Audits and Retentions above. Are weight tickets required where it is not practicable? Where collection is by cart or bin there is not enough volume to run a route specific to County facilities, and the material would be combined in the route truck with material collected elsewhere. The weight ticket at the disposal/processing facility would be for the contents of the entire route.

A9. The awarded vendor will conduct a study with County Staff to determine an acceptable practice for Reporting Requirements.

Q10. Will there be any contacts to view the other locations?

A10. Contact Bryan Hernandez at (559) 600-7117 and he will notify County Staff at the location.

Q11. Would it be possible to move the location of the compactor?

A11. No. The County has determined there is not another location to relocate the compactor.

Q12. If we have an alternate solution, how would you like that proposed in the quote?

A12. Include a narrative with your response, explaining the alternate solution and provide any supporting information if available.

Q13. Will we be reporting only through the NEWHA? Or will there be two sets of reporting?

A13. Haulers will be asked to submit the requisite reports identified and required by the NEWHA agreements. Haulers will be required to submit a report to Resources and to provide a copy of the report to Purchasing.

Q14. What qualifications does the county require for processing and disposal of MSW, Recycling and Organics with in this agreement? How will haulers be required to show proof of use of a permitted processing facility for both recycling and organics? Will this be required with the quote submission or after the award?

A14. A permitted facility in good standing with CalRecycle and Environmental Health Department. Haulers will be asked to provide a list of destination facilities for Solid waste, recycling, green waste/organics. Submittal of facility lists should be included with quote.

Q15. What threshold of contamination in both Recycling and Organics is considered acceptable without incurring a extra fee?

A15. This will be addressed with the awarded vendor.

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 17-057

SOLID WASTE & RECYCLING

Issue Date: May 18, 2017

Closing Date: JUNE 20, 2017 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Bryan Hernandez at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of NA % NA days will apply. County does not accept terms less than 15 days.

Mid Valley Disposal

COMPANY

15300 W Jensen Ave

ADDRESS

Kerman

CITY

CA

STATE

93630

ZIP CODE

(559) 237-9425

TELEPHONE NUMBER

(559) 233-4614

FACSIMILE NUMBER

Joseph1k@midvalleydisposal.com

E-MAIL ADDRESS

[Signature]

SIGNATURE

Joseph Karpakoff

PRINT NAME

President

TITLE

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321701054

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 17-057
SOLID WASTE & RECYCLING

Issue Date: June 7, 2017

CLOSING DATE: JUNE 20, 2017 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance, contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-057 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-057

COMPANY NAME:

Mid Valley Disposal
(PRINT)

SIGNATURE:

[Signature]

NAME & TITLE:

Joseph Kalpakoff
(PRINT) President

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321701054

QUESTIONS AND ANSWERS

Q1. Will there be an option for an all-in bid?

A1. *Vendors can submit an all in bid for all locations. However, the County reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination.*

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A7. *The awarded vendor will conduct a study with County Staff to determine an acceptable practice for Reporting Requirements.*

Exhibit B

Addendum No. ONE (1)
Request for Quotation Number: 17-057
June 7, 2017

Page 3

Q8. Page 13, Insurance. Would the requirement for 30 days' notice of policy changes be waived since insurance carriers do not typically provide this information on an insurance certificate? Certificates typically only provide the notice of cancellation to an additional insured.

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Q15. What threshold of contamination in both Recycling and Organics is considered acceptable without incurring a extra fee?

A15. This will be addressed with the awarded vendor.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: CITY OF FRESNO Contact: JERRY SCHUBER
 Address: 1325 EL DORADO
 City: FRESNO State: CA Zip: 93706
 Phone No.: (559) 621-1801 Date: 12/2011 TO PRESENT
 Service Provided: COMMERCIAL & INDUSTRIAL COLLECTION.

Reference Name: COUNTY OF FRESNO Contact: JOHN R. THOMPSON
 Address: 2220 TUNARE ST
 City: FRESNO State: CA Zip: 93721
 Phone No.: (559) 600-4552 Date: 08/2005 TO PRESENT
 Service Provided: SOLID WASTE & RECYCLING SERVICES

Reference Name: CITY OF MADERA Contact: DAVID TOOLEY
 Address: 205 W. 4TH STREET
 City: MADERA State: CA Zip: 93637
 Phone No.: (559) 661-5400 Date: 10/2014 TO PRESENT
 Service Provided: COMMERCIAL & RESIDENTIAL / ROLL OFF SERVICES.

Reference Name: CITY OF KINGSBURG Contact: ALEX HENDERSON
 Address: 1401 DRAVER ST.
 City: KINGSBURG State: CA Zip: 93631
 Phone No.: (559) 897-5821 Date: 06/2014 TO PRESENT
 Service Provided: COMMERCIAL & RESIDENTIAL SERVICES, ROLL OFF.

Reference Name: CITY OF Kerman Contact: JOHN KUNKOLL
 Address: 850 S. MADERA AVE
 City: Kerman State: CA Zip: 93630
 Phone No.: (559) 846-2396 Date: 2008 TO PRESENT
 Service Provided: SOLID WASTE & RECYCLING SERVICES ROLL-OFF.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

Exhibit B

Quotation No. 17-057

Page 20

QUOTATION SCHEDULE

Department	Service Type	QTY	Pick Ups (per week)	Monthly Amount
Public Works Roads Area 3 779 E. Polk Ave. Coalinga, CA 93210	30 Yard Roll Off 96 Gallon Recycle Cart	1 1	1 1	\$180.00 + 45.00 ton \$15.00
Public Works Roads Area 5 2544 W. Mountain View Caruthers, CA 93609	30 Yard Roll Off 96 Gallon Recycle Cart	1 1	1 1	\$165.00 + 45.00 ton \$15.00
Public Works Roads Area 7 9400 N. Matus Ave. Fresno, CA 93720	25 Yard Roll Off 96 Gallon Recycle Cart	1 1	1 1	\$145.00 + 45.00 ton 15.00
Public Works Roads Area 8 4525 E. Olive Sanger, CA 93657	25 Yard Roll Off 96 Gallon Recycle Cart	1 1	1 1	155.00 + 45.00 ton \$15.00
Public Works Roads Area 9 3633 S. Del Rey Ave. Sanger, CA 93657	25 Yard Roll Off 96 Gallon Recycle Cart	1 1	1 1	\$160.00 + 45.00 ton 15
Sheriff-Coroner's Office Main Jail 1225 M. Street Fresno, CA 93721	40 Yard Roll Off 14 Yard Organic Bin 14 Yard Recycle Bin	1 1 1	3 3 3	\$135.00 + 45.00 ton \$140.00 + 30.00 ton \$140.00 + 30.00 ton
Sheriff-Coroner Central Kitchen 200 N. H Street Fresno, CA 93701	30 Yard Roll Off Recycle 4 Yard Organic Bin	1 2	1 5	\$140.00 30.00 ton \$495.53
Plaza Building 2220 Tulare Street Fresno, CA 93721	25 Yard Compactor – Recycle 6 Yard Solid Waste Bin	1 1	1 1	\$145.00 + 00 \$190.28

Please see Attachment A for special instructions** All Roll-offs are charged Haul Rate + Landfill*

Exhibit B

Quotation No. 17-057

Page 15

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

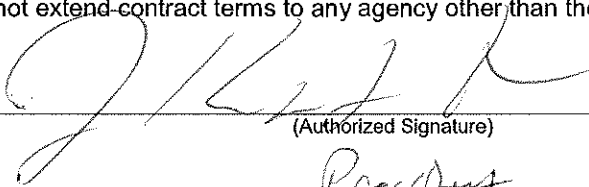
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☒ No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

President

Title

Exhibit B

Quotation No. 17-057

Page 12

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

24 hrs AFTER Services Requested

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

None

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. ☒ The Request for Quotation (RFQ) has been signed and completed.
2. ☒ Addenda, if any, have been signed and included in the bid package.
3. ☒ The completed *Reference List* as provided with this RFQ.
4. ☒ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ. *NONE*
6. ☒ The *Participation* page as provided within this RFQ has been signed and included
7. ☒ *Bidder to Complete* page as provided with this RFQ.
8. ☒ Return checklist with RFQ response.
9. ☒ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**



Non-Exclusive Waste Hauler Agreement (NEWHA)
between the
County of Fresno
and

MID VALLEY DISPOSAL, LLC.

NON-EXCLUSIVE WASTE HAULERS AGREEMENT

This Non-Exclusive Waste Haulers Agreement is made and entered into this 1st day of APRIL, 2018 ("Effective Date"), by and between the County of Fresno ("the County") and Mid Valley Disposal LLC ("Contractor"). The County and Contractor may be referred to herein individually as "Party" and collectively as "the Parties".

RECITALS

WHEREAS, it has been determined by the County's Board of Supervisors, pursuant to the broad authority granted to local governmental agencies under Public Resources Code Section 40059, that the Collection and Disposal of Solid Waste in the unincorporated area of the County of Fresno is to be provided by private waste haulers, subject to such regulations as the County may impose; and

WHEREAS, Fresno County Ordinance Code Chapter 8.21 established the Exclusive Service Area Program ("ESAP"), pursuant to which the County has entered into contracts that establish Exclusive Service Areas that are assigned thereunder to certain specifically designated private waste haulers ("ESAP Haulers") to provide weekly collection services as provided therein. Specifically, each ESAP Hauler provides, under its separate Agreement and within its designated Exclusive Service Area, the collection of Solid Waste placed in containers with a volume of up to ten (10) cubic yards, by residential and commercial customers for disposal or recycling as appropriate; and

WHEREAS, Fresno County Ordinance Code Chapter 8.24 establishes the County's program for regulation of those Solid Waste Handling Services that are not governed by the provisions of Ordinance Code Chapter 8.21 and the exclusive contracts with the ESAP Haulers. Stated briefly, any transaction involving the Collection, for compensation, of Solid Waste amounting to ten (10) cubic yards or more is not governed by the provisions of Chapter 8.21 and shall remain subject to open market competition under the provisions of Chapter 8.24; and

WHEREAS, the provisions of Ordinance Code Chapter 8.24 are intended to apply to persons and entities that are engaged in the Collection, transportation, processing, recycling, composting or Disposal of Solid Waste, for compensation, with respect to transactions involving their Collection, for compensation,

Exhibit C

1 of Solid Waste equal to or exceeding ten (10) cubic yards from any residential or commercial Customer;
2 and

3 WHEREAS, the regulatory program established by Ordinance Code Chapter 8.24 provides for the
4 issuance to each successful applicant of an appropriate waste hauler's permit and execution of a Non-
5 Exclusive Waste Hauler Agreement (NEWHA) such as this one, that binds the contracting waste hauler to
6 certain requirements for the benefit of the general public; and

7 WHEREAS, ESAP Haulers are fully and equally entitled to participate in the non-exclusive market
8 open to NEWHA Haulers, as transactions involving the collection of Solid Waste amounting to ten (10)
9 cubic yards or more is not an exclusive market and is intended to and shall remain subject to open
10 competition. However, non-ESAP Haulers may not provide collection services that are governed by
11 Chapter 8.21 and the Agreements between the County and ESAP Haulers, as each ESAP Hauler is
12 entitled to provide Solid Waste Handling Services for the collection of Solid Waste placed in containers with
13 a volume of up to ten (10) cubic yards on an exclusive basis within its designated Exclusive Service Area;
14 and

15 WHEREAS, the purpose of this Agreement is to provide, by means of Non-Exclusive Waste Hauler
16 Agreements such as this one, for the Collection, transportation, processing, recycling, composting and
17 Disposal of Solid Waste that is not governed by the provisions of Ordinance Code Chapter 8.21 and the
18 exclusive contracts with the ESAP Haulers. Contractor, as a NEWHA Hauler hereunder, shall comply with
19 all provisions of this Agreement in providing Solid Waste Handling Services, as that term is defined herein
20 and in Fresno County Ordinance Code Chapter 8.24, for any and each transaction involving the Collection
21 by Contractor, for compensation, of Solid Waste equal to or exceeding ten (10) cubic yards from any
22 residential or commercial Customer.

23 NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby
24 acknowledged, the Parties hereby agree as follows:

25 I. DEFINITIONS

26 For purposes of this Agreement, unless a different meaning clearly is required by the context, the following
27 words and phrases shall be defined as set forth in this Article I (and additional definitions relevant to this
28 Agreement are set forth in Chapter 8.24 of the Ordinance Code).

Exhibit C

1 A. "AB 341" means the California legislation (Stats. 2006, Ch. 476), as it may be amended from time to
2 time, that, among other things, added Chapter 12.8 (commencing with Section 42649) to Part 3 of Division
3 30 of the Public Resources Code, imposing mandatory commercial recycling and requirements that each
4 jurisdiction implement an outreach and education program and monitor compliance with the mandatory
5 commercial recycling requirements.

6 B. "AB 1826" means the California legislation (Stats. 2014, Ch. 727), as it may be amended from time
7 to time, that, among other things, added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of
8 Division 30 of the Public Resources Code, imposing requirements that each jurisdiction implement an
9 organic waste recycling program and provide for education, outreach and monitoring of businesses subject
10 to the requirements.

11 C. "Collection" (and "Collect," "Collected," and "Collecting") means the pickup and removal by
12 Contractor from its Customers' premises of Solid Waste, or other material and transportation of such
13 material to a Processing Site or Solid Waste Facility as appropriate and consistent with Contractor's
14 obligations under the Non-Exclusive Waste Hauler Agreement.

15 D. "Construction and Demolition Debris" means the debris from used construction materials, dredging,
16 grubbing, and rubble resulting from constructing, remodeling, repair, razing, renovation, demolition,
17 excavation, or construction clean-up activities at residential, commercial, or governmental buildings, and
18 any other structure or pavement.

19 E. "Container(s)" means roll-off boxes, compactors, trailers, or similar containers used to provide Solid
20 Waste Handling Services. All Containers shall be clearly labeled with the company name and phone
21 number on a minimum of two sides with a minimum font size of four inches. This definition does not
22 include carts or bins as defined in Chapter 8.21 and utilized as part of delivery of services under an ESAP
23 Agreement.

24 F. "County Representative" means the Director of the Department of Public Works and Planning, or
25 his/her designee, who may be a County official or an agent of County specifically designated to serve as
26 the County Representative and thereby authorized by Chapter 8.24 to administer the program and enforce
27 the terms of this Agreement on County's behalf.

28 G. "Customer" means the person or entities receiving Solid Waste Handling Services pursuant to this

Exhibit C

1 Non-Exclusive Waste Hauler Agreement.

2 H. "Discarded Material" means Solid Waste, Recyclable Materials, and Organic Materials placed by a
3 Generator in a Collection Container and/or at a location that is designated for Collection.

4 I. "Disposal," "Disposing," "Dispose," or "Disposed" means the final disposition, at a Solid Waste
5 Facility, of Solid Waste Collected by Contractor.

6 J. "Diversion" or "Diverted" means activities that reduce or eliminate the amount of Solid Waste from
7 Solid Waste Disposal including, but not limited to, recycling and composting.

8 K. "ESAP Hauler" means a Solid Waste Enterprise engaged in commercial hauling of Solid Waste in
9 the unincorporated area of the County governed by the Exclusive Service Area Program provisions of
10 Chapter 8.21. Only an ESAP Hauler can be both an ESAP Hauler and a NEWHA Hauler.

11 L. "Exclusive Services Area Program" or "ESAP" means the program established by the enactment of
12 Chapter 8.21, including the contracts described therein ("ESAP Agreements") that establish the Exclusive
13 Service Areas that are assigned thereunder to designated private waste haulers ("ESAP Haulers"), to
14 provide weekly collection services as provided therein.

15 M. "Excluded Waste" means any of the following:

16 (i) Hazardous Waste,

17 (ii) Medical and Infectious Waste

18 (iii) Volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material,

19 (iv) Waste that Contractor reasonably believes would, as a result of or upon Disposal, be a
20 violation of local, State or Federal law, regulation or ordinance, including land use
21 restrictions or conditions,

22 (v) Waste that in Contractor's reasonable opinion would present a significant risk to human
23 health or the environment, cause a nuisance or otherwise create or expose Contractor or
24 County to potential liability, and

25 (vi) Special Waste.

26 N. "Non-Exclusive Waste Hauler(s)" or "NEWHA Hauler" means a person or entity authorized to
27 engage in commercial hauling of Solid Waste in the unincorporated area of the County that is not governed
28 by the Exclusive Service Area Program provisions of Chapter 8.21. Only an ESAP Hauler can be both an

Exhibit C

1 ESAP Hauler and a NEWHA Hauler.

2 O. "Non-Exclusive Waste Hauler Agreement" or "NEWHA" means the agreement between the County
3 and any NEWHA Hauler that is a prerequisite to the authorized provision of the Solid Waste Handling
4 Services as specified therein, including all exhibits and future amendments thereto.

5 P. "Non-Exclusive Waste Hauler Agreement Permit," or "NEWHA Permit," or "Permit" means the
6 permit required to engage in authorized commercial hauling of Solid Waste in the unincorporated area of
7 the County that is not governed by the Exclusive Service Area Program provisions of Chapter 8.21.

8 Q. "Organic Materials" or "Compostable Materials" means Discarded Materials from the Customer
9 intended for and capable of being composted, digested or otherwise processed (such as food scraps, yard
10 trimmings or compostable paper), and that are separated, set aside, handled, packaged, offered, or
11 otherwise delivered for collection by a Customer in a manner different from Solid Waste. Organic Materials
12 shall not include any Excluded Waste.

13 R. "Quarterly Remittance(s)" means the quarterly payment made to the County by each NEWHA
14 Hauler of Service Fees and County Solid Waste Surcharges, as more thoroughly provided in Article VI of
15 this Agreement.

16 S. "Recyclable Materials" or "Recyclables" means Discarded Materials from the Customer intended for
17 and capable of being recycled, and that are separated, set aside, handled, packaged, offered, or otherwise
18 delivered for collection by a Customer in a manner different from Solid Waste. Recyclable Materials shall
19 not include any Excluded Waste.

20 T. "Residual" means the non-recyclable, non-compostable materials left over after processing
21 residual waste or source-separated Recyclables or Organics. This material is typically disposed in a
22 landfill.

23 U. "Solid Waste" means Solid Waste as defined in California Public Resources Code, Division 30, Part
24 1, Chapter 2 (particularly Section 40191) and regulations promulgated thereunder, and without limitation
25 includes the following: (1) Solid Waste (2) Bulky Items; (3) vehicle parts as defined in California Code of
26 Regulations, Title 23, Division 3, Chapter 15, Section 2520(d)(3) and Section 2523(c); and (4) electronic
27 materials classified as universal wastes pursuant to CCR Title 14, Section 66260.22, et seq. Excluded from
28 the definition of Solid Waste are: Excluded Waste, Recyclable Materials kept separate from Solid Waste

Exhibit C

1 for the purpose of Recycling, Organic Materials, and Construction and Demolition Debris with less than
2 10% Residual.

3 V. "Solid Waste Enterprise" means any individual, partnership, joint venture, unincorporated private
4 organization, or private corporation, which is regularly engaged in the business of providing Solid Waste
5 Handling Services.

6 W. "Solid Waste Facility" includes a solid waste transfer or processing station, a composting facility or
7 organics processing facility, a gasification facility, a transformation facility, an Engineered Municipal Solid
8 Waste conversion facility, or a disposal facility as consistent with California Public Resources Code §40194.

9 X. "Solid Waste Handling Services" means the removal of Solid Waste and placement in a Collection
10 Vehicle for transport, storage, or processing of Solid Waste for residential, commercial, institutional, or
11 industrial users or Customers.

12 Y. "Source Separated" means the segregation, by the Generator, of materials designated for separate
13 Collection for some form of recycling, processing, composting, recovery, or reuse.

14 Z. "Special Waste" includes any materials that under current or future statute or regulation require the
15 application of special treatment, handling, or Disposal practices beyond those normally required for Solid
16 Waste. "Special Waste" shall be deemed to include, without limitation, all of the following: flammable waste;
17 liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residual and
18 debris from cleanup of a spill or release of chemical substances, contaminated soil, waste, residual, debris,
19 and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment,
20 recycling, reclamation, or Disposal of any other Special Wastes; dead animals; manure; waste water;
21 explosive substances; radioactive substances; fluorescent tubes; and abandoned or discarded
22 automobiles, trucks, motorcycles or parts thereof, including tires.

23 II. SCOPE OF SERVICES AND BASIC REQUIREMENTS

24 A. Contractor hereby acknowledges its understanding that, in order to maintain its eligibility to provide
25 Solid Waste Handling Services to the extent not governed by Ordinance Code Chapter 8.21 and the
26 contracts with ESAP Haulers, it is required by Ordinance Code Chapter 8.24 that Contractor must apply for
27 and obtain from the County Representative, and at all times maintain in good standing, the appropriate
28 Permit authorizing Contractor's activities as a Non-Exclusive Waste Hauler within the unincorporated area

Exhibit C

1 of Fresno County.

2 B. Contractor may be required to make its Collection Vehicles available for inspection by the County
3 Representative or designee, and to pass such inspection, as a condition to the initial issuance of the
4 requisite Permit.

5 C. As provided in Ordinance Code Chapter 8.24, any Solid Waste Enterprise, as that term is defined
6 therein, is required to execute an agreement in form substantially identical to this Agreement, in order to
7 attain eligibility for issuance by the County Representative of the requisite Permit. Contractor hereby
8 acknowledges its understanding that failure by Contractor to comply fully with the requirements of this
9 Agreement may result in suspension or revocation of such Permit, as more thoroughly provided both herein
10 below and in Ordinance Code Chapter 8.24.

11 D. This Agreement, together with issuance to Contractor of the requisite Permit as provided in
12 Sections A and B of this Article II, and Contractor's continued maintenance of the effectiveness of said
13 Permit in good standing, provide authorization to Contractor to provide Solid Waste Handling Services, on a
14 non-exclusive basis within the unincorporated area of the County of Fresno, for compensation remitted to
15 Contractor by its residential and commercial Customers, for any and each transaction involving the
16 Collection from such Customers of Solid Waste equal to or exceeding ten (10) cubic yards.

17 III. MAINTENANCE OF PERMIT AND APPEAL PROCEDURES

18 A. Unless suspended or revoked for the reasons provided in this Article III, the Permit must be
19 renewed by Contractor on or before the third anniversary of its issuance, by written application to the
20 County Representative, the procedure for which may include, but is not necessarily limited to inspection by
21 the County Representative or designee of the Contractor's Collection Vehicles that are used in the
22 performance of the Solid Waste Handling Services authorized to be provided by Contractor hereunder.

23 B. Upon any failure by Contractor to renew the requisite Permit prior to the renewal deadline, the
24 Permit shall expire by its terms at 12:01 a.m. on the next calendar day. Expiration of the Permit shall result
25 in automatic and immediate termination of Contractor's authorization to provide Solid Waste Handling
26 Services thereunder, and shall constitute grounds for termination of this Agreement, upon thirty (30)
27 calendar days' written notice to Contractor of County's intent to terminate this Agreement and Contractor's
28 rights to provide Solid Waste Handling Services pursuant hereto. The Permit may be reinstated at County's

Exhibit C

discretion, upon written application by Contractor to the County Representative within thirty (30) calendar days following its expiration, together with Contractor's submittal to County of any reports or payments required hereunder from Contractor that are overdue at the time of such reinstatement application.

C. Contractor agrees that, during the term of this Agreement, Contractor's Collection Vehicles will be made available for inspection at a site designated by the County Representative, upon five (5) business days advance request, and Contractor hereby acknowledges that the Parties contemplate that such inspections shall take place no less often than annually. Any Collection Vehicle that fails to pass such inspection shall not be utilized by Contractor in providing Solid Waste Handling Services hereunder until the deficiency is cured and such vehicle(s) passes a subsequent inspection by the County Representative or designee.

D. Contractor's Permit may be suspended for the following reasons:

- (1) a significant percentage of its Collection Vehicles fail to pass inspection, or
- (2) violation of any provision of this Agreement, including but not limited to failure to remit timely any payment or report when due under this Agreement.

Contractor shall be given notice, by certified mail, return receipt requested, of any such violation or deficiency, or any delinquency in payment, and the date of any scheduled hearing on the proposed suspension or revocation of its Permit. Subject only to the provisions of the immediately following Section III.E., if Contractor fails to cure any delinquency in payment within thirty (30) calendar days following the County's mailing of such notice, then Contractor's Permit shall be suspended, effective on the fifth calendar day following mailing to Contractor of notice of the suspension of its Permit.

E. A Contractor will be provided the opportunity for a hearing on the proposed suspension or revocation of its Permit in accordance with Ordinance Code Section 8.24.100, and may appeal any ruling approving the suspension or revocation of its Permit to the Director of the County's Department of Public Works and Planning ("Director"). Such appeal must be in writing and provide a detailed explanation of the basis for such appeal. Such appeal must be delivered, personally or by certified or registered mail to the office of the Director, and such appeal must be delivered within twenty (20) days after the County's mailing of the notice of proposed suspension or revocation, or it shall be rejected as untimely. A hearing on any timely delivered appeal will be scheduled by the Director or his/her designee within a reasonable period of

Exhibit C

time following receipt thereof, and written notice of the hearing date shall be mailed to Contractor at least twenty (20) days prior thereto. Failure by Contractor to pursue this appeal procedure shall be deemed a failure by Contractor to exhaust its available administrative remedies, upon which County may rely as an absolute defense to any subsequent claim or legal action initiated by Contractor regarding the revocation of its Permit.

F. Final Revocation of Contractor's Permit shall constitute grounds for immediate termination of this Agreement. Contractor's Permit may be revoked for the following reasons:

(1) due to violation of applicable law or regulation by Contractor, or

(2) if Contractor's Permit remains suspended for more than ninety (90) days following the effective date of the suspension of such Permit under Section III.D.

In the event of the final revocation of a Permit following the Director's denial of an appeal by Contractor, the County Representative shall notify the Contractor within forty-eight (48) hours in writing of the decision and the reasons therefor. Such notification may be made in person or by registered/certified mail. Any notice of final revocation shall include, without limitation, the effective date of revocation of that Contractor's Permit to collect Solid Waste.

G. If County terminates this Agreement for any of the reasons set forth in this Article III, Contractor's obligation to remit payments due hereunder, for Solid Waste collected by Contractor prior to the final termination date, shall survive the termination of this Agreement.

IV. TRANSPORT AND DISPOSAL OF SOLID WASTE

The Parties acknowledge that County is responsible under California law to provide for the collection of Solid Waste within its jurisdictional boundaries and has the authority to control by ordinance the disposition of Solid Waste collected in the unincorporated area of the County. It is agreed between County and Contractor, commencing on the Effective Date and continuing throughout the term of this Agreement, as follows:

A. Flow Control – Delivery of Solid Waste to Designated Solid Waste Facility

Contractor expressly agrees to deliver, to such permitted Solid Waste Facility as may be designated by the County, from and after the date of County's written notification to Contractor of such designation (unless exempted from such requirement pursuant to the immediately following Section IV.B), all of the Solid Waste

Exhibit C

Collected by Contractor within the unincorporated area of Fresno County pursuant to this Agreement.

B. Application for Limited Exemption from Flow Control Requirement

Any Contractor may make an application to the County Representative for an exemption from the Flow Control requirement set forth in the immediately preceding Section IV.A.

1. The application for exemption must provide sufficient justification to support the requested exemption, which may in the County Representative's discretion be granted on the basis of extreme economic inefficiencies attributable to geographical hardship or other extenuating circumstances. An exemption may be rejected on the sole basis of Contractor's demonstrated failure to comply with the reporting requirements set forth in Article V of this Agreement.
2. An exemption granted to any Contractor shall be in writing, and shall be valid only for a period of two (2) years following the date on which it is granted, at which time the exemption will expire by its terms. Provided, however, that the Contractor may submit an application, together with sufficient explanatory supporting justification, to support an extension of the exemption, not more than 120 days and not less than 60 days prior to its expiration. If any exemption granted to a Contractor expires by its terms, that Contractor may submit an application seeking issuance of a new exemption no sooner than 90 days following the expiration of the prior exemption. If any exemption granted to a Contractor is revoked pursuant to the provisions of the immediately following Section IV.C, then Contractor will not be eligible to apply for issuance of a new exemption until 36 months have passed following the revocation of the prior exemption.

C. Revocation of Exemption

Breach of any provision of this Agreement, including but not limited to the reporting and payment requirements listed in the immediately following Articles V and VI, respectively, may result in revocation of the exemption; and in the event of such revocation, the Contractor shall be required, from and after the date of delivery of notice of such revocation, to deliver all Solid Waste to the Solid Waste Facility designated by the County in accordance with the provisions of this Agreement.

V. **RECORDS AND REPORTING**

A. Financial and Operational Records

Contractor shall maintain accurate and complete accounting records containing the underlying financial and

Exhibit C

operating data relating to and showing the basis for computation of all revenues associated with providing collection, transportation, processing, recycling, composting, and Disposal of Solid Waste pursuant to the provisions of this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

At a minimum, the following operational records relating to each of the following shall be maintained by Contractor for a period of three (3) years following the date of expiration or termination of this Agreement:

1. Customer account information and billing records.
2. Tonnage of material collected, identified by type (e.g., Solid Waste, Recyclable Material, Organic Material, or Construction and Demolition Debris), listed by the Processing Site or Solid Waste Facility to which such materials were delivered. To the extent possible, Contractor also shall maintain in its records information that separately accounts for the respective amounts of tonnage collected by Contractor from its residential and commercial Customers.
3. Tonnage (if any) of Recyclable Materials, Organic Material, or Construction and Demolition Debris (C&D) Diverted from Disposal by Contractor, together with supporting documentation.
4. Diversion level (if applicable), which shall equal tonnage Diverted by Contractor divided by the tonnage Collected by Contractor multiplied by 100, listed separately by month for the previous quarter. Tonnage Diverted shall reflect Discarded Materials Processed less Residual Disposed.
5. Residual levels of processed or composted materials.
6. Weight tickets from: (i) each Solid Waste Facility documenting the tonnage of Solid Waste Collected by Contractor within the County's unincorporated area and delivered to such Solid Waste Facility; (ii) Processing Sites documenting the tonnage of Discarded Materials collected within the County's unincorporated area and delivered to the approved Processing Sites; and (iii) permitted Solid Waste Facilities documenting the tonnage of Residual delivered to such facilities by vehicle, date and time.
7. Names, service addresses, contact information and service levels for Customers required to comply with AB 341 and AB 1826, including State agencies, schools, and County facilities.

The information listed above shall be provided by Contractor to the County upon request.

B. Customer Records

Contractor shall maintain accurate and complete records containing the number and types of accounts

Exhibit C

served by Contractor. The records shall contain, at a minimum, the Customer's name, type of business, phone number, collection address or location, date of Collection, itemized listing of services performed, type of material Collected, tonnage Collected, and the amount charged to provide services. The information shall be provided to the County upon request.

C. Quarterly Report

Quarterly reports shall be submitted in hard copy based upon COUNTY format, and shall be provided electronically in software acceptable to COUNTY, unless otherwise directed by County Representative.

The Contractor's Quarterly Report shall provide the following information:

1. Total Tonnage. Total tonnage Collected by Contractor within the County's unincorporated area during the previous quarter, listed separately by material type and by month.
2. Diverted Tonnage. Tonnage Collected by Contractor within the County's unincorporated area that was Diverted during the previous quarter, listed separately by material type and by month.
3. Disposed Tonnage. Tonnage Collected by Contractor within the County's unincorporated area that was Disposed during the previous quarter, listed separately by month.
4. Diversion Level. Tonnage Diverted by Contractor divided by the tonnage Collected by Contractor multiplied by 100, listed separately by month for the previous quarter. Tonnage Diverted shall reflect Discarded Materials processed less Residual Disposed.
5. C&D. Tonnage generated from construction and demolition permitted sites, noting the permit number, the site address, the tonnage hauled, the date hauled, and the facilities to which the material was hauled.
6. Disposal and Processing Locations. Contractor shall provide a list of the names and addresses identifying where Discarded Materials collected within the County's unincorporated area during the previous quarter were Diverted and Disposed. Such list shall include the amount of Discarded Materials tonnage Diverted and/or Disposed at each location during the previous quarter, listed separately by month.
7. Revenues. Gross revenues (e.g., cash receipts) earned on all Collection, transportation, processing, recycling, composting and Disposal services provided to Customers within the County's unincorporated area during the previous quarter, listed separately by month.

Exhibit C

8. Account Information. In table format, the number of Customers within the County's unincorporated area served by Contractor and the number of Containers serviced per month listed by Container type (e.g., Drop Box or Compactor) and Container size, and listed separately by Discarded Material type, and regularly scheduled service and unscheduled (on-call) service.

9. Contractor Officers and Board Members. Provide a list of Contractor's officers and members of its board of directors (only required to be provided with the first quarter report each year, or in the event of a change in Contractor's officers or board members).

The County reserves the right to request additional reports from Contractor, and upon the County's request, Contractor shall provide information required above for the time period requested by the County. It is the desire of the County to track the above required information on an ongoing basis throughout the term of this Agreement.

VI. REQUISITE PAYMENT OF SERVICE FEE AND OTHER FEES

Contractor's Quarterly Remittance hereunder requires that Contractor make the following payments to County on a quarterly basis, which payments shall be due and payable on or before: May 15 (for the preceding first quarter consisting of January 1 through March 31); August 15 (for the preceding second quarter consisting of April 1 through June 30); November 15 (for the preceding third quarter consisting of July 1 through September 30); and February 15 (for the preceding fourth quarter consisting of October 1 through December 31). The payment of each Quarterly Remittance shall be accompanied by a summary breakdown of the amount of Contractor's payment attributable to each of the following components:

A. Service Fee

In consideration of the rights granted to Contractor under this Agreement, and to cover related costs to be incurred by County including program administration, Contractor shall pay to the County each quarter a Service Fee in an amount equal to 10% of actual gross revenues remitted to Contractor by its Customers for the services provided by Contractor under this Agreement.

B. Solid Waste Management Surcharge

Contractor shall pay to the County the surcharge for Solid Waste management program activities, as listed in the County of Fresno Master Schedule of Fees, Charges and Recovered Costs, currently in the amount of \$3.41 per ton, for each ton Collected by Contractor from its Customers pursuant to the provisions of this

Exhibit C

1 Agreement. (This surcharge is incorporated into the tipping fee at the American Avenue Disposal Site, and
2 thus requires no separate payment if that facility is used.)

3 C. Southeast Regional Area Surcharge

4 Contractor shall pay to the County the surcharge that funds all closure/post-closure maintenance costs for
5 the Southeast Regional Disposal Site, as listed in the County of Fresno Master Schedule of Fees, Charges
6 and Recovered Costs, currently in the amount of \$3.50 per ton; provided, that this surcharge is applicable
7 only as to Solid Waste Collected pursuant to this Agreement within the Southeast Regional Solid Waste
8 Commission Area, as identified in the map attached hereto as Exhibit "A".

9 VII. TERM

10 The term of this Agreement shall be three (3) years, unless earlier terminated under Article III of this
11 Agreement due to the expiration or revocation of Contractor's requisite Permit. Before the expiration of
12 such term, it shall be the Contractor's responsibility to enter into a successor agreement with the County
13 (and to apply for renewal and at all times maintain in good standing the viability of its Permit), in order for
14 Contractor to retain its authorization to provide those certain Solid Waste Handling Services as specified
15 herein.

16 VIII. COMPLIANCE WITH LAWS

17 In providing the Solid Waste Handling Services authorized to be provided by Contractor hereunder,
18 Contractor shall at all times comply with all applicable Federal, State, and local laws, ordinances,
19 regulations, and Fresno County Charter Provisions in effect at the time of Contractor's performance of such
20 services. In addition, by execution of this Agreement, Contractor hereby expressly acknowledges that
21 Contractor has reviewed and is familiar with the provisions of Fresno County Ordinance Code Chapters
22 8.20 through 8.25.

23 IX. RELATIONSHIP OF PARTIES

24 The Parties intend that Contractor shall perform the Solid Waste Handling Services as authorized herein as
25 an independent contractor engaged by the County and not as an officer or employee of the County, nor as
26 a partner of or joint venturer with the County. No employee or agent of Contractor shall be or shall be
27 deemed to be an employee or agent of the County. Except as expressly provided herein, Contractor shall
28 have the exclusive control over the manner and means of providing the Solid Waste Handling Services as

1 authorized herein and all persons performing such services. Contractor shall be solely responsible to the
2 County for the acts and omissions of its officers, employees, subcontractors, and agents. Neither
3 Contractor nor any of its officers, employees, subcontractors, and agents shall obtain any rights to
4 retirement benefits, workers' compensation benefits, or any other benefits which accrue to County
5 employees by virtue of their employment with the County. Neither Contractor nor any of its employees shall
6 provide, directly or indirectly, any gifts or gratuities to any County employee or representative.

7 **X. HOLD HARMLESS**

8 Contractor agrees to indemnify, save and hold harmless, and at County's request, defend County, its
9 officers, agents, and employees from any and all costs and expenses including attorney fees and litigation
10 costs, damages, liabilities, claims and losses which shall be caused by or may arise from the exercise by
11 Contractor of any rights herein granted, and from all costs and expenses, attorney fees, claims, demands
12 and causes of action that may be incurred by or brought against County, its successors or assignees,
13 caused by, arising out of, or in any way connected with the exercise by Contractor of any rights herein
14 granted.

15 **XI. INSURANCE**

16 Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor,
17 at its sole expense, shall procure and maintain in full force the following insurance policies throughout the
18 term of this Agreement:

19 A. Commercial General Liability Commercial General Liability Insurance with limits of not less than One
20 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
21 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
22 coverage including completed operations, products liability, contractual liability, Explosion-Collapse-
23 Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of
24 this contract.

25 B. Automobile Liability Comprehensive Automobile Liability Insurance with limits for bodily injury of not
26 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
27 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00),
28 or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage

Exhibit C

1 should include owned and non-owned vehicles used in connection with this Agreement.

2 C. Worker's Compensation A policy of Worker's Compensation insurance as may be required by the
3 California Labor Code.

4 Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of
5 Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only
6 insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall
7 apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers,
8 agents and employees shall be excess only and not contributing with insurance provided under
9 Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
10 (30) days advance written notice given to County.

11 Within ten (10) days from the date Contractor executes this Agreement, Contractor shall provide certificates
12 of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the
13 County of Fresno, Department of Public Works and Planning, Attn: Deputy Director of Resources and
14 Administration - NEWHA, 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120, stating that all such
15 insurance policies have been obtained and the coverage provided thereunder is in full force; that the
16 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
17 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents,
18 and employees, individually and collectively, as additional insured, but only insofar as the operations under
19 this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and
20 any other insurance, or self-insurance maintained by County, its officers, agents and employees shall be
21 excess only and not contributing with insurance provided under Contractor's policies herein; and that this
22 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
23 given to County.

24 In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County
25 may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence
26 of such event. All policies shall be with admitted insurers licensed to do business in the State of California.
27 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
28 FSC VIII or better.

XII. WAIVER

The waiver by County of any violation by Contractor of any provision of this Agreement shall not be deemed to be a waiver of any violation of any other provision, nor of any subsequent violation of the same or any other provision. The subsequent acceptance by County of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent violation by Contractor of any provision of this Agreement.

XIII. NOTICES

Notices from Contractor to the County relating to this Agreement shall be sent to the County of Fresno, Department of Public Works and Planning, Attn: Deputy Director of Resources and Administration - NEWHA, 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120.

Contractor's contact person to whom notices from the County relating to this Agreement are requested to be sent, together with Contractor's legal status (e.g., corporation, partnership, sole proprietorship, etc.), and Contractor's principal place of business, are all listed in Addendum "1" to this Agreement, which is attached hereto and incorporated by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

CONTRACTOR *Mid Valley Disposal*
(Print Firm Name)

By: *[Signature]*

Joseph Kalpakoff
Print (or type) Name

Owner
Print (or type) Title

COUNTY OF FRESNO

Department of Public Works and Planning

By: *[Signature]*

John R. Thompson
Print (or type) Name

Deputy Director
Print (or type) Title

FOR ACCOUNTING USE ONLY:

ORG:	9015	9015	9015	9020
FUND:	0701	0701	0701	0720
SUBCLASS:	15002	15003	15001	15000
ACCOUNT:	1450	1450	5800	5800

Exhibit C

ADDENDUM 1

CONTRACTOR'S FIRM NAME AND LEGAL STATUS

Mid Valley Disposal LLC

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the name and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his or her signature shall be placed above, together with a copy of any fictitious business name statement pursuant to which the Contractor conducts its business. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted by Contractor together with the original of this Agreement executed on behalf of such Contractor; otherwise, the proposed Agreement will be disregarded as irregular and unauthorized, and will not be approved by the County.

BUSINESS ADDRESS: 15300 W Jensen Ave Kerman CA 93630
Zip Code

MAILING ADDRESS: PO Box 12385 Fresno CA 93630
Zip Code

BUSINESS PHONE: (557) 237-9425 FAX NUMBER: ()

NOTICES

The name (and address, if different than that listed above as Contractor's principal place of business) of the individual designated as **Contractor's contact person, to whom notices from the County relating to this Agreement are requested to be sent**, is as follows:

Joseph Kalpakoff

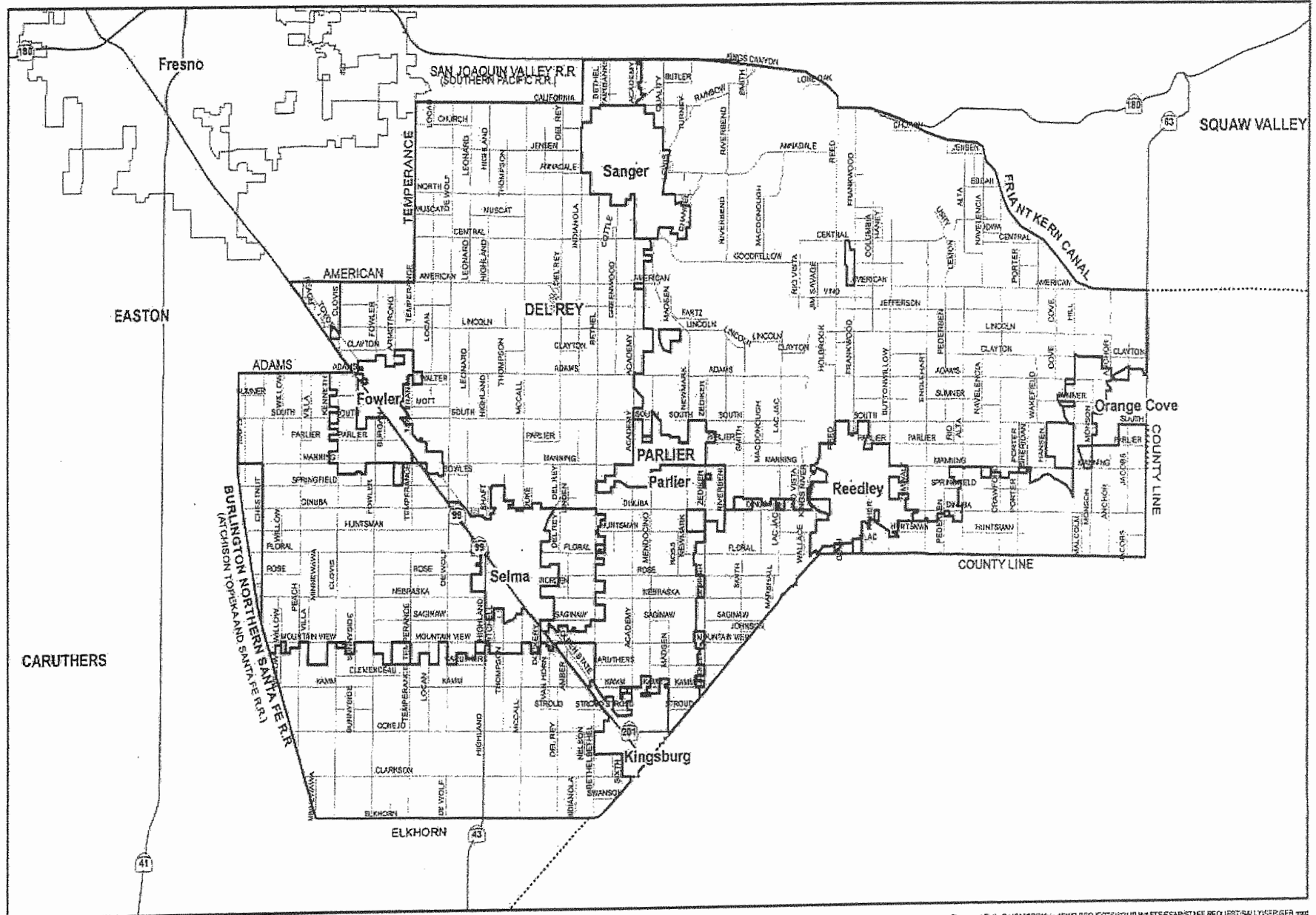


County of Fresno
Southeast Regional Area (SER)

0 0.75 1.5 3 4.5 6 Miles



19



Date: 12/30/2015

Document Path: G:\930000\930000\FWP\PROJECTS\930010\WASTE\CAP\STAFF REQUEST\BALT\SER\SER.mxd

Exhibit C

Exhibit A

CONTRACTOR NAME: _____
YEAR: _____

PLEASE IDENTIFY WHICH QUARTER THIS REPORT IS APPLICABLE TO:

■ QUARTER 1 (JANUARY 1 - MARCH 31)

☐ QUARTER 2 (APRIL 1 - JUNE 30)☐ QUARTER 3 (JULY 1 - SEPTEMBER 30) QUARTER 4 (OCTOBER 1 - DECEMBER 31)

Non-Exclusive Waste Haulers Agreement Reporting Template (Quarterly Report)
MONTH 1

Account Types

Res = Residential
Comm = Commercial
HEC = Homeless Encampment Cleanup
N-ESAP = non-ESAP

Waste Types

Solid Waste (MSW)
Recyclables
Organics
C&D

Destination Acronyms

AADS = American Avenue Disposal Site
 RRTS = Rice Road Transfer Station
 PDTS = Pena's Disposal Transfer Station
 CARTS = Cedar Avenue Recycling and Transfer Station
 MVDTS = Mid Valley Disposal Transfer Station - various

JATS = Jefferson Avenue Transfer Station
AC = Allan Company
WCW = West Coast Waste
Kroeker = Kroeker, Inc.
OOCF = Other Out of County Facility

Fees

\$3.50 Per SER ton disposed
\$3.41 Per MSW ton disposed

INSTRUCTIONS:

In the table below, please identify the information requested for each active account. Because the Non-Exclusive Waste Hauler Agreement Program applies only to unincorporated Fresno County, please include summaries per account of only those transactions within the unincorporated areas of the County. Each combination of Account Type, Waste Type, Origin, and Destination must be listed on a separate line. Do not list customers within Fresno County incorporated cities, or customers not within Fresno County.

Notes:

- 1) Fees are applicable to all tonnage collected within unincorporated Fresno County, regardless of waste's destination facility.
- 2) Refer to map in Exhibit A of NEWHA Agreement to determine if Origin is in SER or non-SER area of Unincorporated Fresno County.
- 3) C&D: See separate C&D form for additional required information.

[illegible]

CONTRACTOR NAME: _____
YEAR: _____

 QUARTER 4 (OCTOBER 1 - DECEMBER 31)

\$3.50 Per SER ton disposed
\$3.41 Per MSW ton disposed

- 1) Fees are applicable to all tonnage collected within unincorporated Fresno County, regardless of waste's destination facility.
- 2) Refer to map in Exhibit A of NEWHA Agreement to determine if Origin is in SER or non-SER area of Unincorporated Fresno County.
- 3) C&D: See separate C&D form for additional required information.

[illegible]

CONTRACTOR NAME: _____
YEAR: _____

 QUARTER 4 (OCTOBER 1 - DECEMBER 31)

\$3.50 Per SER ton disposed
\$3.41 Per MSW ton disposed

[illegible]

CONTRACTOR NAME: _____
YEAR: _____

☐ QUARTER 1 (JANUARY 1 - MARCH 31)

☐ QUARTER 2 (APRIL 1 - JUNE 30)

☐ QUARTER 3 (JULY 1 - SEPTEMBER 30)

■ QUARTER 4 (OCTOBER 1 - DECEMBER 31)

INSTRUCTIONS:

In the table below, please identify all AB 341/AB 1826 Applicable Customer Counts. Include State agencies, schools, and County facilities. Service Level should include bin/cart size and collection frequency, which can be detailed in a separate attachment. Additional attachments may also be used to provide lists of monitoring and outreach activities and challenges encountered.

[illegible]

CONTRACTOR NAME: _____
YEAR: _____

☐ QUARTER 1 (JANUARY 1 - MARCH 31)☐ QUARTER 2 (APRIL 1 - JUNE 30)☐ QUARTER 3 (JULY 1 - SEPTEMBER 30)☐ QUARTER 4 (OCTOBER 1 - DECEMBER 31)

INSTRUCTIONS:

[illegible]

Exhibit E

NOTES: Unless noted, 10 yard bins or more, totals based on 1 pick-up per month and 1 ton of waste per month.

Mid Valley Disposal		
Description	UOM	Unit Cost
Public Works Roads Area 3		
30 Yard Roll Off:		
Haul Charge	Each	\$180.00
Tonnage Fee	Ton	\$45.00
96 Gallon Recycle Cart	Monthly	\$15.00
Public Works Roads Area 5		
30 Yard Roll Off:		
Haul Charge	Each	\$165.00
Tonnage Fee	Ton	\$45.00
96 Gallon Recycle Cart	Monthly	\$15.00
Public Works Roads Area 7		
25 Yard Roll Off:		
Haul Charge	Each	\$145.00
Tonnage Fee	Ton	\$45.00
96 Gallon Recycle Cart	Monthly	\$15.00
Public Works Roads Area 8		
25 Yard Roll Off:		
Haul Charge	Each	\$155.00
Tonnage Fee	Ton	\$45.00
96 Gallon Recycle Cart	Monthly	\$15.00
Public Works Roads Area 9		
25 Yard Roll Off:		
Haul Charge	Each	\$160.00
Tonnage Fee	Ton	\$45.00
96 Gallon Recycle Cart	Monthly	\$15.00
Sheriff-Coroner's Office		
40 Yard Roll Off:		
Haul Charge	Each	\$135.00
Tonnage Fee	Ton	\$45.00
14 Yard Roll Off:		
Haul Charge	Each	\$140.00
Tonnage Fee	Ton	\$30.00
14 Yard Roll Off:		
Haul Charge	Each	\$140.00
Tonnage Fee	Ton	\$30.00
Sheriff-Coroner's Office Central Kitchen		
30 Yard Roll Off:		
Haul Charge	Each	\$140.00
Tonnage Fee	Ton	\$30.00
4 Yard Organic Bin (2 bins x 5 pick-up per week)	Monthly	\$495.53
ISD - Plaza Building		
25 Yard Compactor - Recycle:		
Haul Charge	Each	\$145.00
Tonnage Fee	Ton	\$0.00
6 Yard Solid Waste Bin	Monthly	\$190.28

Exhibit F

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit F

(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

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(5) Authorized Signature

Signature:		Date:	
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