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December 28, 2018

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CITY OF MANHATTAN BEACH
EVALUATION OF SOLID WASTE SERVICES PROPOSALS

Dear Ms. Luke-Jones:

Attached please find our evaluation report for the solid waste services proposals for the City of Manhattan Beach. A table summarizing the proposals is provided in Table 14 of the report.

Please call me at (949) 251-8902 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads 'Laith Ezzet'.

Laith Ezzet, CMC
Senior Vice President

Enclosure – As stated

CITY OF MANHATTAN BEACH
Evaluation of Solid Waste Services Proposals

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1. Summary of Key Services and Contract Terms Requested in the RFP
2. Proposer Exceptions to Solid Waste Management Services Agreement
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CITY OF MANHATTAN BEACH

REVIEW OF SOLID WASTE SERVICES PROPOSALS

This memorandum summarizes the results of the solid waste proposal review performed by HF&H Consultants, LLC (HF&H) for the City of Manhattan Beach (City).

Background and RFP Process

Solid waste collection services in the City of Manhattan Beach are currently provided under an exclusive agreement with Waste Management (WM). The City authorized its option to extend the existing contract term on a month-to-month basis through June 30, 2020.

On May 21, 2018, the City of Manhattan Beach released a Request for Proposals (RFP) for Integrated Solid Waste Management Services. On August 23, 2018, the City received proposals from three waste haulers – Athens Services, Waste Management (WM), and Waste Resource Technologies (WRT). Shortly thereafter, HF&H completed a preliminary review of the proposals received and prepared a detailed summary of each proposal. Written questions asking for clarification of elements within those proposals were sent to each proposer on September 20, 2018. Additionally, each proposer was provided an opportunity to review and comment on the accuracy of the written proposal summary prepared by HF&H. Written responses to HF&H's questions were received from proposers on September 26, 2018. The three proposers were also invited to participate in oral interviews, which were held on October 1, 2018. The City subsequently entered negotiations with all three proposers. A brief overview of the proposals received is provided in Table 14. On December 10, 2018, signed (or receipt of an intent to sign) agreements were obtained from all three proposers, reflecting the final negotiated terms for new waste hauling services for the next seven years.

RFP Criteria and Scope of Work Elements

The RFP called for an initial 7-year term of the agreement, beginning either July 1, 2019 or July 1, 2020, with an option to extend the agreement for up to thirty-six additional months at the City's sole discretion. As identified in the RFP, City Council will decide as part of the solid waste hauler selection process whether to delay the new services commencement date to July 1, 2020. The RFP also included the draft franchise agreement that the successful proposer would be expected to execute as well as a significant details about the various solid waste collection and recycling services sought. Unless significant exceptions were proposed or significant enhancements added to the City's desired terms, all of the proposals would offer similar services.

The exclusive scope of the agreement includes providing residential, commercial and roll-off collection services to Manhattan Beach. It is comprehensive, specific and tailored to meet the needs of customers within the City of Manhattan Beach, and to comply with various state regulations. Although construction and demolition (C&D) debris collection is non-exclusive, proposers were requested to provide maximum contractor rates for C&D collection. A summary of the key residential, multi-family and commercial services identified in the RFP and the contract terms requested by the City in its RFP are provided in Exhibit 1.

Proposer Summaries

HF&H prepared a summary of each of the three proposals received (Exhibits 4, 5, and 6) which includes the following information:

1. "Proposer Overview," including the company's corporate headquarters, guaranteeing entity, type of financial statements, and contract revenue as a percentage of total company revenues.
2. "Experience," including a summary of each proposer's experience in other jurisdictions within Los Angeles County.
3. "Facilities," describing the proposed operating yard, processing facilities, disposal site, C&D facility, and transfer station facilities.
4. "Customer Service," describing the call-center procedures, geographical locations that customer calls will be answered from, and ability to monitor response time.
5. "Equipment," describing the containers and vehicles proposed.
6. "Residential Door-to-Door Household Hazardous Waste Program," describing the proposed program and items to be collected under the program.
7. "Processing of Mixed Waste," describing the methods and facilities proposed to process mixed commercial waste.
8. "Organics Recycling Program," describing the methods proposed to comply with organics requirements of AB 1826 and SB 1383.¹
9. "Food Rescue and Donation Program," describing the methods proposed to comply with food donation requirements under SB 1383.
10. "Minimum Diversion Rate," including proposed minimum overall diversion rates.
11. "Downtown Maintenance Enhancements," describing proposed efforts to maintain cleanliness in the spatially-constrained downtown area, and any service enhancements.

¹ **AB 1826** Adopted in 2014, requires mandatory commercial organics (food & green waste) recycling from businesses, and green waste recycling from multi-family units (5 or more units) by April 2016. Cities were also required to offer a food scrap recycling program (Manhattan Beach complied early in September 2015).

SB 1383 Adopted in 2016, establishes goals to reduce short lived climate pollutants (e.g. methane gas) in various sectors. While the specific program criteria is still under development, CalRecycle is exploring utilization of edible food recovery programs such as food donations to help reduce food (organic) waste and associated emissions.

12. "Public Outreach Efforts," describing minimum waste hauler staff hours per year for fulfilling public outreach requirements for multiple sectors.
13. "Recyclable Materials," describing the list of recyclable materials, and any assistance in take-back programs.
14. "Additional Proposal Requirements," describing anti-scavenging efforts and examples of community support within Los Angeles County.
15. "Proposed Exceptions to Franchise Agreement." Proposers were required to identify any terms in the City's franchise agreement that proposers desired to negotiate.
16. "Legal Disclosures," indicating any legal issues that the RFP required the proposer to disclose.
17. "Unique Proposal Features," identifying proposed terms that exceed the minimum requirements of the RFP.

Interviews and Negotiations

Following the preliminary proposal evaluation, on October 1, 2018 the City held oral interviews with each of the three proposers – Athens, WM, and WRT. The City subsequently entered negotiations with all three proposers. Based on the terms contained in their proposals, each proposer was provided an initial draft agreement for review, and comments were due by November 20, 2018.

Signed (or receipt of an intent to sign) negotiated agreements were received from the three proposers on December 10, 2018. The negotiated agreements were preemptively structured with a start date of July 1, 2020, a seven-year base term, and a City option to extend the term up to 36 months. However, the haulers have proposed rates and are available to start services on July 1, 2019 should City Council decide on the earlier effective date. The financial information presented below is based on a July 1, 2019 start date, which corresponds to the first possible start of a new agreement. All rates shown would increase by the annual consumer price index (CPI) should the start date actually be July 1, 2020.

Proposed Rates

Proposers were asked to propose monthly rates for various services to be provided under the new agreement. Each hauler's proposed rate structure represents all customer charges that would be paid by residential and commercial customers in the City to the contractor based upon the services provided.

The rates are fixed for the first 12 months, with the first rate adjustment effective 12 months after the start date of the agreement. Subsequent annual rate adjustments will be based on the percentage change in the average annual (12-month average) Consumer Price Index (CPI) for Trash and Garbage Collection, U.S. City average, as published by the U.S. Department of Labor,

Bureau of Labor Statistics between the calendar year ended in the December prior to the rate adjustment, and the calendar year ended the prior December. Total proposed FY 2019/20 rate revenues were calculated by multiplying the proposed rates for each type of service by the number of customers receiving that service (see Exhibit 3).

In Table 1, as well as all subsequent tables included in this summary, the haulers are listed in order from the lowest to highest price, rate and/or percentage.

Table 1: 2019/20 Proposed Total Annual Rate/Revenue of Base Proposals⁽¹⁾

Proposer	Proposed Annual Rate Revenue (1)	Increase Over Current Rates		Projected 7-Year Costs at 2% Annual Increase
		Dollars	Percent	
1 Current Contract (2018/19)	\$ 3,845,000	-	-	N/A
2 Waste Management (2019/20)	\$ 5,657,000	\$ 1,812,000	47%	\$ 42,055,741
3 Waste Resources Tech (2019/20)	\$ 6,547,000	\$ 2,702,000	70%	\$ 48,672,256
4 Athens (2019/20)	\$ 8,226,000	\$ 4,381,000	114%	\$ 61,154,415

(1) First-year rate revenue is effective July 1, 2019, and based on final, negotiated terms. Should the City choose to delay the contract commencement date to July 1, 2020, the proposer's first-year rates will be adjusted by CPI per Section 5.4 of the agreement.

Table 2 below shows the overall rate/revenue impact by type of service compared to current rates/revenues, based on existing subscription levels.

Table 2: 2019/20 Total Rate/Revenue Percentage Increase by Sector⁽¹⁾

Row	Proposer	Single Family	Multi-Family	Commercial	Roll-off and Temp Bin	Blended Total
1	Waste Management	24%	17%	81%	64%	47%
2	Waste Resource Tech	58%	185%	54%	66%	70%
3	Athens	88%	80%	157%	72%	114%

(1) Based on final negotiated terms.

Future Rates/Revenue

It is anticipated that some customers will downsize their trash container size/frequency and increase organics and recycling container and/or frequency levels in order to comply with the State's mandatory commercial recycling and mandatory commercial organics laws. Thus, proposers were asked to estimate the number of trash, recycling, and organics containers for commercial customers under the new rate structure. Table 3 below shows the projected impact on total rate revenues based on each proposer's assumptions about future commercial container subscription levels.

Table 3: Projected 2019/20 Rate/Revenue Based on Each Proposer's Commercial Container Assumptions ⁽¹⁾

Row	Proposer	Proposed Annual Rate/Revenue (from Table 1)	Future Commercial Rate/Revenue (Decrease)	Projected Total Annual Future Rate/Revenue	Percentage Increase Over Existing Rate/Revenues
1	Current Contract (2018/19)	\$ 3,845,000	-	-	-
2	Waste Management	\$ 5,657,000	(\$ 206,000)	\$ 5,451,000	42%
3	Waste Resource Tech	\$ 6,547,000	(\$ 120,000)	\$ 6,427,000	67%
4	Athens	\$ 8,226,000	(\$ 672,000)	\$ 7,554,000	96%

(1) Based on final negotiated terms.

Proposed Residential and Commercial Rates

Detailed information regarding proposed rates for all of the City's solid waste services is provided in Exhibit 3. Key rates of selected services are shown in Tables 4 and 5 below.

Table 4: Proposed 2019/20 Single-Family Residential Rates ⁽¹⁾

Row	Proposer	Single-Family Residential Rate (per month)			Percentage Increase for 65-Gallon Rate
		20 or 35-Gallon	65-Gallon	95-Gallon	
1	Current Single Family Rates (2018/19)⁽²⁾	\$9.55	\$13.95	\$18.36	-
2	Waste Management	\$13.40	\$17.40	\$21.40	25%
3	Waste Resource Tech	\$18.00	\$22.00	\$26.00	58%
4	Athens	\$22.00	\$26.00	\$30.00	86%

(1) Based on final negotiated terms.

(2) Does not include City Recovery Cost.

Table 5: Proposed 2019/20 Commercial Rates⁽¹⁾

Row	Proposer	Commercial Monthly Rate for 3-Yard Trash Bin Collected 1x Week	Percentage Increase
1	Current Rate (2018/19) ⁽²⁾	\$ 111.83	-
2	Waste Resource Tech	\$ 148.29	33%
3	Waste Management	\$ 174.30	56%
4	Athens	\$ 247.47	121%

(1) Based on final negotiated terms.

(2) Does not include City Recovery Cost.

Under any of these new agreements, commercial organics (food and yard waste) containers will be provided at no additional charge. However, commercial recycling services that currently have no fee will increase to a charge of 50% of the commercial trash rate of similar size and frequency. Example rates for a commercial customer with once per week collection of a three cubic yard trash bin and three cubic yard recycling bin are included in Table 6 below.

Table 6: Proposed Rates for 3-Yard Trash Bin and 3-Yard Recycling Bin⁽¹⁾

Row	Proposer	Commercial Monthly Rate for 3-Yard Trash Bin, Collected 1x Week	Commercial Monthly Rate for 3-Yard Recycling Bin, Collected 1x Week	Total	Percentage Increase
1	Current Rates (2018/19)⁽²⁾	\$ 111.83	-	\$ 111.83	-
2	Waste Resource Tech	\$ 148.29	\$ 74.15	\$ 222.44	99%
3	Waste Management	\$ 174.30	\$ 87.15	\$ 261.45	134%
4	Athens	\$ 247.47	\$ 123.74	\$ 371.21	232%

(1) Based on final negotiated terms.

(2) Does not include City Recovery Cost.

Solid Waste Hauler Experience

Each proposer's experience is included in Exhibits 4, 5 and 6, respectively. However, below are key service and experience highlights for each hauler:

- Athens, a family-owned business, has been providing waste collection and recycling services in Southern California for over 60 years. Athens cites 30 exclusive municipal agreements throughout the greater Los Angeles area. Athens also owns two Material Recovery Facilities in Sun Valley and the City of Industry, and an organics composting facility in Victorville. Athens operates the County-owned landfills for San Bernardino County under an operations contract.
- Waste Management of California, Inc. is wholly owned by Waste Management, Inc. (WM), the largest solid waste service provider in North America. The parent company owns and operates landfills and processing/transfer/recycling facilities in Southern California, and throughout the country. WM has provided solid waste collection and recycling services to jurisdictions in Los Angeles County and surrounding areas for over 40 years. WM cites 18 exclusive municipal agreements throughout the greater Los Angeles area, and an additional 34 exclusive municipal agreements within Southern California.
- Waste Resources Inc. (WRI) is a privately held California corporation founded in 2002. In 2018, the parent company, Waste Resource Technologies, Inc. (WRT), was created and is the holding company for all subsidiaries. WRT provides exclusive franchise solid waste collection services to three cities – Gardena (since 2004), Lynwood (since 2013), and Carson (residential service since 2018). WRT also provides open market

commercial/industrial refuse and recycling collection services within several jurisdictions in Los Angeles County. WRT currently services 58,000 accounts and collects 274,000 tons per year with a fleet of 52 trucks.

Total Company Revenues

The proposed Manhattan Beach annual rate revenues of each company, as a percentage of total company revenues, are shown in Table 7. This is an indicator of the size of the Manhattan Beach contract relative to the company's other operations, which ranged from less than 1% for WM, to approximately 13% for WRT.

Table 7: 2019/20 Rate Revenues as a Percentage of Annual Company Revenue

Proposer	Manhattan Beach Contract Revenue as Percentage of Company Revenue
Waste Management	Less than 1%
Athens	3%
Waste Resource Tech	13%

Waste Diversion

The City's current hauler, Waste Management, reported an average diversion rate of 46% of the waste they specifically collected in 2016 and 2017.² The City is currently a member of the Los Angeles Regional Agency, or LARA, which has an estimated diversion rate of 63% for 2016 and takes into consideration source-reduction and other recycling activities performed by parties other than the franchise hauler. The RFP required proposers to propose a diversion rate for hauler-collected waste and describe programs to be implemented to achieve their proposed rates. Proposed diversion rates for waste collected under the new agreement are summarized in Table 8.

Table 8: Proposed Guaranteed Hauler-Collected Diversion Rates

Proposer	Guaranteed Hauler Diversion Rate
Athens	50%
Waste Resource Tech	48%
Waste Management	46%
Existing Diversion Achieved by Current Hauler in FY 2017	46% (Contract Requirement: 62%)

If the diversion amount guaranteed is not achieved, the agreement provides for liquidated damages of \$25 per ton for each ton that the contractor falls short of the guarantee.

² Hauler-collected material is only one of the three areas that determine the City's overall diversion and compliance with AB 939.

Negotiated Exceptions to the Franchise Agreement

In their RFP responses, proposers were asked to identify initial exceptions to the City's draft contract, many of which were refined or removed during contract negotiations. A list of all proposed exceptions to the agreement is included in Exhibit 3.

The remaining exceptions of a significant nature proposed in the final negotiated agreements are noted below:

WM:

- Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, and/or from the values assumed by the hauler. City has sole discretion to approve the extraordinary rate adjustment request.
- Relief of requirement to process mixed waste from public litter trash containers due to contamination of dog feces.

Athens:

- Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, the values assumed by the hauler, or the implementation or discontinuation of mandatory recycling requirements. City has sole discretion to approve the extraordinary rate adjustment request.
- Instead of providing split bins (half recyclables/half trash), Athens proposed to offer source-separated recycling containers for commercial customers, and process trash to recover recyclables from commercial customers without source-separated recycling.

WRT: The negotiated WRT agreement did not include any significant exceptions.

Mixed Waste Processing Requirement

The RFP required processing of mixed commercial waste from the following:

- Commercial customers who are not in compliance with the mandatory commercial recycling requirements of AB 341.
- Waste from public litter containers.
- Waste from City-owned/managed events and third party-owned/managed events.

Athens and WRT agreed to process the mixed waste as requested, while WM proposed not to process material in street and park litter trash containers if the containers are significantly contaminated with dog feces. As the incumbent, WM performed a waste characterization study on July 24, 2018 and reported that approximately 98% of the trash from street and park litter containers was unrecyclable because the contents were contaminated by dog feces (both bagged and un-bagged). WM's proposed exception was included in the WM agreement.

After the oral interviews were held on October 1, 2018, the City requested updated cost proposals from Athens and WRT that omitted the mixed waste processing program requirement so that an objective comparison could be made considering WM's request for relief from mixed waste processing. Athens and WRT proposed only negligible cost reductions if omitting this requirement. Therefore, the mixed waste processing requirement was retained in the final negotiated terms for those two proposers. Table 9 below shows the proposed cost reductions if eliminating the mixed waste processing requirement as a percentage of total costs.

**Table 9: Annual Savings if Omitting Mixed Waste Processing
(as Percentage of Total Rate Revenue)**

Proposer	Annual Savings if Omitting Mixed Waste Processing (as a Percentage of Total Rate/Revenue)
Athens	1.7%
Waste Management	0%
Waste Resource Tech	0.6%

Legal Disclosures

The RFP required the proposers to disclose and describe certain legal actions meeting the disclosure requirements that have occurred within the past ten years against the waste hauling company, its key personnel, or any affiliated companies in the State of California. The number of legal disclosures are provided in Table 10 below. See Exhibits 4, 5 and 6 for additional details.

Table 10: Number of Legal Disclosures Against the Proposer

Proposer	Number of Legal Disclosures
Waste Resource Tech	0
Waste Management	3
Athens	10

Recyclable Materials

China recently announced a policy, called Blue Sky, which limits the import of contaminated recyclable commodities from other countries and increases inspections of recyclable commodity imports (starting in 2018). In consideration of China's Blue Sky policy, proposers were to specify all materials that can be recycled through the residential and commercial curbside recycling program. Table 11 below compares the list of recyclable materials for each proposer. Both Athens and WM stated that they can accept plastics with symbols #1, #2, and #5. However, there are no recycle markets available for plastics #3, #4, #6, and #7. WRT proposed to accept, sort and process all plastics #1 through #7, including plastic bags and Styrofoam, at their facility. However, WRT stated that all plastics may not be recycled due to market conditions. Those that cannot be recycled will be landfilled.

Table 11: List of Recyclable Materials

Item	Athens	WM	WRT
Plastics	Plastic bottles and containers with symbols #1, #2, and #5	Plastic bottles and containers with symbols #1, #2, and #5	All plastics #1-7 Clear plastic film bags (Per WRT, plastic bags and film are separated from the other recycling commodities by WRT's downstream recycling partners.) While not expressly allowed or excluded, Styrofoam is allowed in the recycling stream by WRT's recycling partners, yet is still considered a contaminant.
Metals	Included	Included	Included
Paper	Included	Included	Included
Cardboard	Included	Included	Included
Glass	Included	Included	Included

Recyclables Revenue Sharing

During the October 1, 2018 interviews, proposers were asked to consider a recycling revenue sharing agreement from the sale of recyclable materials. All three companies proposed a 50% revenue sharing rebate to City customers, with specific methodologies described below.

Athens Proposes remitting 50% of net recycling revenue from sale of commodities to City. The net recycling revenue from the sale of commodities is defined as the net selling price of the processed commodities, less the cost of processing, contamination, disposing post-processing residual waste, transporting commodities to markets, and transporting residuals to disposal. The recycling revenue will be credited back to customers annually.

WM Proposes quarterly rebates as credits to residential and commercial customers when the blended value of all Recyclable Material commodities collected, net of processing costs, exceeds \$90.00 per ton on a quarterly basis. Customers will receive 50% of the amount, and WM will retain the remaining 50%. The \$90.00 per ton threshold shall be adjusted annually by the Trash and Garbage Collection CPI.

WRT Proposes that cart and bin customers will share in the net revenues received from source-separated recycling programs generated from Manhattan Beach through a 50% credit that will be calculated during the annual rate adjustment period for each service type and credited to customers, effective July 1, for credits earned during the prior calendar year. WRT proposes to remit 50% of net revenue generated from source-

separated roll-off loads to roll-off customers with such roll-off credit remitted to customers monthly on company's invoices to customers. The net revenue shall include the tonnage and sale value of commodities sold. The recycling revenue will be credited back to customers annually.

Proposers were also asked to provide an estimated recycling rebate calculation based on current recycling market conditions. Table 12 below shows the estimated annual recyclables revenue to the customers. WM estimated the highest recycling rebate of approximately \$109,000 annually. WRT estimated a recycling rebate of approximately \$33,000 per year. Athens estimated net recycling revenue yielded a negative per ton value of -\$30.04 per ton. Based on Athens calculations, the average selling price of the processed commodities would need to increase by approximately 40% in order to produce positive net annual recyclable revenue for revenue sharing.

Table 12: Annual Estimated Recyclables Revenue to City⁽¹⁾

Proposer	Net Recycling Revenue Description	Rebates Remitted Annually or Quarterly	Annual Recyclables Revenue to City	Estimated Annual Residential Rebate (per customer)	Estimated Annual Commercial Rebate (per cubic yard)
Waste Management	Net recycling revenue is the blended value of all Recyclable Material commodities collected, net of processing costs, in excess of \$90.00 per ton on a quarterly basis.	Quarterly	\$109,000	\$8.60	\$0.68
Waste Resource Tech	Net recycling revenue is the sale value of commodities sold.	Annually	\$33,000	\$1.99	\$4.88
Athens	Net recycling revenue is the net selling price of the processed commodities, less the cost of processing, contamination, disposing post-processing residual waste, transporting commodities to markets, and transporting residuals to disposal.	Annually	\$0 ⁽¹⁾	N/A	N/A

(1) Under current market conditions, Athens estimates a negative net recycling revenue of -\$30.04 per ton.

Downtown Maintenance Enhancements

The general downtown commercial district boundaries include Valley Drive to the east, 15th St. to the north, the Strand to the west, 6th St. to the south on Manhattan Ave, and 9th St. to the south on Highland Ave. The downtown area experiences a high level of refuse and recyclables

overflow after major community events, during evenings and weekends and during the summer. Each proposer was asked to propose efforts to assist the City with maintaining cleanliness in the spatially-constrained downtown area, and to suggest additional service enhancements not already identified in the RFP. The three companies proposed the following:

- Athens proposed to have a two-person team available to operate a small rear loader, or “burro” truck to collect trash and recyclables in the downtown area for additional work that the City may request Athens to perform outside of the scope of work of the scheduled trash and recycling collection services, at rates of \$150 per hour for two-person truck, plus \$98 per ton for disposal on an as-needed basis.
- WRT proposed to have a two-person “sweep” crew operate a small rear loader truck to monitor and collect trash and recyclables containers within the downtown area during the hours of 7:00 A.M. to 8:00 P.M., daily, at no additional charge.
- WM did not propose any specific action but rather to establish a “Working Group” comprised of stakeholders, including various City Departments, business groups, event managers, individual business owners/operators, residents, and residential groups. The Working Group would meet on a quarterly basis to discuss and develop targeted solutions to maintain cleanliness and collection efficiency in the downtown area.

Option for the Hauler to Perform Customer Billing and Related Franchise Fees

Currently, solid waste collection service is primarily billed by the City, with the exception of roll-off, temporary bin, and compost bin co-payments. The City bills its customers for trash collection on the bi-monthly water bill, inclusive of a City Recovery Fee (CRC), which funds the City’s administrative tasks related to billing, customer service and management of the solid waste contract. Under the new agreement, City has the option for the hauler to perform customer billing and related activities.

Proposers were asked to provide percentage rate increases to waste collection rates to perform customer billing. Such increases would be in addition to the base proposal rates shown in several table above. For single family residential rates, the additional cost would range from a low of \$0.38 (WM, 35-gal.) to a high of \$0.78 (WRT, 95-gal), depending on the hauler and cart size selected. Proposed percentage rate increases are shown in Table 13 below.

Table 13: Proposed Cost for Company to Perform Customer Billing

Proposer	Contractor Rate Increase	
	Residential Service	Commercial Service
Athens	2.0%	0.5%
Waste Management	2.8%	0.8%
Waste Resource Tech	3.0%	0.0%

Other Unique Proposal Features

Proposers were also permitted to suggest other service enhancements over and above the City's RFP and contract requirements. The following contract enhancements were included in the proposals:

- WM proposed providing a full-time Recycling Coach to conduct outreach and site visits.
- Athens offered to provide free compost material to the City and its residents.
- WRT did not propose any additional contract enhancements.

Summary of Observations

Waste Management

- Proposed the lowest overall rates/revenues compared to the other haulers, estimated at more than \$6.6 million less than WRT and \$19 million less than Athens over the 7-year term of the contract. However, total proposed costs are approximately 47% higher than the projected contract rate/revenues under the existing contract for fiscal year 2018/19.
- Proposed 46% hauler-collected diversion rate.
- Quarterly recycling rebates to customers, which is estimated to be approximately \$109,000 per year at current recyclable commodity prices.
- As a proposal enhancement, WM proposed an additional full-time Recycling Coach dedicated to the City of Manhattan Beach, which will help with conducting outreach related to State recycling requirements.
- Proposed a total of 21 exceptions, of which nine were withdrawn and two were significant:
 - Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, and/or the values assumed by the hauler.
 - Relief from the mixed waste processing requirement for public litter trash containers due to significant contamination of dog feces.
- The Manhattan Beach contract represents less than 1% of WM' overall annual company revenue.

Waste Resource Technologies

- Proposed rates/revenues are approximately 70% higher than the projected contract rate/revenues under the existing contract for fiscal year 2018/19.
- Proposed 48% hauler-collected diversion rate.
- Estimates the annual recyclables rebate to customers would be approximately \$33,000 per year at current recyclable commodity prices.

- Proposes the use of two electric collection vehicles for use in narrow streets, alleys, pier, and the Strand section.
- No significant contract exceptions.
- The Manhattan Beach contract would represent WRT's overall annual company revenue by approximately 13%.

Athens

- Proposed rates/revenues are the highest of the three proposers. Total rates/revenues are approximately 114% higher than the projected contract rate revenues under the existing contract for fiscal year 2018/19.
- Proposed 50% hauler-collected diversion rate.
- As a proposal enhancement, Athens proposed free compost material for the City's parks, parkways and other areas, and one annual compost giveaway event for residents.
- Proposed two significant exceptions to the agreement:
 - Instead of split bins, Athens proposed to offer source-separated recycling containers, and process mixed waste from commercial customers without source-separated recycling
 - Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, the values assumed by the hauler, or the implementation or discontinuation of mandatory recycling requirements.
- The Manhattan Beach contract would represent Athens' overall annual company revenue by approximately 3%.

Table 14: Proposer Summary
(Sorted from lowest to highest proposed first-year negotiated costs)

Row	Proposer	FY 2019/20 Revenue Based on Final Negotiated Rates	Percent Increase to Current Rates	Minimum Waste Diversion Guaranty	Estimated Recyclables Revenue Sharing to Customers at Current Commodity Prices	Key Contract Exceptions
1	Current (2018/19)	\$3,845,000	-	46%	\$0	N/A
2	Waste Management	\$5,657,000	47%	46%	\$109,000	• Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, and/or from the values assumed by the hauler. • Relief of mixed waste processing for public litter trash containers due to contamination of dog feces
3	Waste Resource Tech	\$6,547,000	70%	48%	\$33,000	None
4	Athens	\$8,226,000	114%	50%	\$0	• Requests flexibility to request an extraordinary rate adjustment due to a change in the market value of recyclables, change in processing costs for recyclables and organic waste, the values assumed by hauler, or the implementation or discontinuation of mandatory recycling requirements. • No split commercial bins (half trash/half recyclables)

CITY OF MANHATTAN BEACH**SUMMARY OF KEY SERVICES AND CONTRACT TERMS REQUESTED IN RFP****I. SERVICES****A. Residential Services**

- One automated 95, 65, 35, or 20-gallon trash cart. Monthly fee based on size and number of trash carts for 95, 65, and 35-gallon sizes. 20-gallon trash rate equal to 35-gallon trash rate.
- One automated 95, 65 or 35-gallon recycling cart. No charge for additional recycling carts.
- One automated 95, 65 or 35-gallon organics waste cart, including green waste and food waste. No charge for additional organics carts.
- Enhanced automated cart collection (manual assist to automated service to ensure proper cart placement after collection) throughout the City.
- Backyard service at an additional charge.
- Holiday tree collection from all residential customers from December 26 until the second Saturday in January.
- Two overage pickups per year at no additional charge; each pickup shall consist of up to the equivalent of three large bags of trash.
- On-call bulky item collection, up to three pickups per year of up to three items each pickup for residential single-family and multi-family customers.
- Sharps collection program for single and multi-family customers.
- Door-to-door HHW collection from single and multi-family customers with unlimited pickups.
- City-subsidized compost bins available on request with a resident co-payment.
- Multi-family Recycling/Zero Waste Outreach Program.
- Recycling of special materials (carpet, plastic bags, etc.).

B. Residential Bin and Commercial Collection Services

- Bin trash collection for commercial customers, and residential customers not receiving cart service.
- 95, 65, or 35-gallon commercial cart service available to businesses that cannot accommodate a bin.
- Source-separated recyclables bin and cart service provided to multi-family and commercial trash bin customers requesting such service at rates not to exceed 50% of the corresponding trash rate for the same size and frequency of service.
- Commercial/multi-family organic waste recycling program compliant with AB 1826 and SB 1383. Commercial/multi-family organics containers provided to customers at no additional charge.
- Mandatory compliance and outreach for commercial recycling and organics waste recycling
- Processing of mixed commercial waste from the following:
 - Customers subject to AB 341 mandatory commercial recycling but have not subscribed to recycling service
 - Waste from public litter containers
 - Waste from City Owned/Managed Events and Third Party Owned/Managed Events.
- Temporary non-C&D bin service.
- Exclusive permanent and temporary roll-off box service.
- Non-Exclusive C&D temporary and roll-off box service.
- Organics Waste roll-off box service.
- On-call bulky item collection for residential bin customers, up to three bulky item pickups per dwelling unit. Each pickup consists up to three items. Additional pickups and pickups from businesses provided for a fee.
- Green Business Program – operate/manage and provide recognition annually for newly certified businesses – provided at Company’s cost.

C. City Services – at no additional charge

- Trash, recyclables and organics waste collection from City facilities.
- Hazardous waste collection from City facilities.
- Street litter container collection – trash and recycling.
- Abandoned item collection in the right-of-way.
- Trash, recyclables and organics collection from City Owned/Managed events.

II. CONTRACT TERMS

A. Term of Contract

Seven-year term beginning either on July 1, 2019 or July 1, 2020, with a City option to extend the agreement for up to thirty-six additional months.

B. Minimum Recycling Requirements

Minimum diversion rate for hauler-collected waste to be proposed. Liquidated damages of \$25 per ton for failure to achieve guaranteed diversion rate.

C. City Fees

- Administrative Fee – \$150,000 within 7 days of execution of Agreement.
- Funding of City Recycling Needs – Annual payment to City to fund annual commercial waste reduction and recycling audits, recycling programs or otherwise support City's solid waste goals. First payment of \$37,000 to be remitted by the commencement date. Amount increases by \$1,000 annually and remitted on each subsequent July 1st.

D. Audits

Biennial performance audits required and performed by third party auditor selected by City.

E. Faithful Performance Bond

Franchisee will provide \$500,000 performance surety.

F. Vehicles

All route collection vehicles shall use natural gas fuel and be less than ten years old. (Note: WRT proposes a small number of electric collection vehicles.)

G. Carts

- Company has the option to use existing carts or new carts at start of service.
- Replacement carts shall be new.
- Within twelve months of the start of the agreement, Company is required to assess the condition of existing carts and replace any that are in poor condition or unsightly.
- Residential carts have an opportunity to request one cart exchange at no charge each year.

H. Rate Adjustment

The annual rate adjustment is based on the average annual percentage change in the consumer price index for trash and garbage collection, U.S. City average, with the first rate adjustment effective July 1, 2020.

I. Billing

- Currently the City is responsible for billing, processing payments, and pursuing delinquent accounts for residential and commercial services, with the exception of compost bins, roll-off box, and temporary bin services. C&D collection service is non-exclusive and billed by the hauler.
- City is interested in having the Company perform customer billing and payment processing for residential, commercial and/or all customers, based on Company's proposed cost.

CITY OF MANHATTAN BEACH

PROPOSER EXCEPTIONS TO SOLID WASTE MANAGEMENT SERVICES AGREEMENT

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN	ACTION
Athens	2	Athens proposes two exceptions: 1. <u>Section 3.1.3.1 Bin Services</u> – As an alternative to split bins, Athens proposes to offer commercial businesses source-separated recycling cart services for locations with limited space. For customers with no additional space for another receptacle, Athens proposes to process the waste at its material recovery facility located in City of Industry. 2. <u>Section 5.5 Extraordinary Adjustments</u> – Athens would like to include the following changes to the section in order to account for uncontrollable and unforeseeable changes in costs: “Company may request an adjustment to maximum rates at reasonable times other than that allowed under Section 5.3 and 5.4 of this Agreement in the event of extraordinary changes in the cost of providing service under this Agreement, including but not limited to, material changes in laws and regulations, market value of Recyclables, and processing costs for Recyclables and Organics Waste... Company is expected to comply with SCAQMD regulations and other federal, state, and local laws and regulations that may be enacted during the term of this Agreement, with no additional compensation. No adjustments may be made for such changes as a change in the market value of Recyclables, or processing costs for Recyclables and Organics Waste, from the values assumed by Company... or the implementation of discontinuation of mandatory Recycling requirements. City shall review Company’s request and, in City’s sole judgment and absolute discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Notwithstanding the foregoing, City’s approval for any extraordinary rate adjustment requested by the Company shall not be unreasonably withheld.”	Included in agreement. City removed “changes in market value of recyclables, processing costs for recyclables and organic waste, the values assumed by company” and “implementation or discontinuation of mandatory recycling requirements” from list of non-acceptable extraordinary adjustments. City maintains discretion as to whether an extraordinary adjustment will be made.

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN	ACTION
WM	Originally 21. WM withdrew 9, maintained 11 and modified 2 exceptions.	Minor revisions: 1. <u>Section 3.2.1 and 3.2.2. Recyclables</u> – Delete “plastic bags, shrink wrap” from the list of Recyclable Materials to be Collected under the residential and commercial recycling programs. 2. <u>Section 4.1.8.A Franchise Fee</u> – WM proposes to add the following: “In the event a franchise fee is imposed or subsequently increased, Company is entitled to and shall be granted an increase in the rates to recover the amount of the new or increased Franchise Fee.” 3. <u>Section 8.4.C. Deductibles and Self-Insured Retentions</u> – WM proposes language that would require provision of financial assurance in the event the City believes that Company is unable to pay its deductibles and SIRs. 4. <u>Section 8.4.D.2 Waiver of Subrogation</u> – WM proposes to add, “Pursuant to this Agreement,” at the end of this section. 5. <u>Exhibit 5, Section 7 Corporate Guaranty</u> – WM requests to add language to clarify the extent to which the Guarantor agrees to jurisdiction in California. Additional suggested revisions below: 6. <u>(Modified By WM) Section 2.6 Term of Agreement and Option to Extend Term</u> – WM proposes to add the following language regarding City’s 90-day advance written notice to exercise the contract extension option: “Company shall have the right after receiving City’s written notice to request an adjustment in Company Compensation effective upon commencement of the option term to account for increased costs of service. If during the 90-day period after City’s notice is received, City and Company do not agree upon an adjustment in Compensation, then the Agreement shall terminate upon the expiration of the initial term.” Per WM, the rate request would be based on increased cost of service not covered by previous adjustments at the time of the extension. 7. <u>(Withdrawn by WM) Section 2.8 Proposition 218</u> - Should a Proposition 218 vote invalidate approval of rate increases, WM requests to replace the City option to terminate the Agreement within 30 days advance written notice with the following: “Company shall have the right, within sixty (60) days after the such invalidation, to request, in writing, the City negotiate in good faith regarding reductions in programs, service, or fees to compensate for any negative impact from the invalidated rate increase. If the City fails to commence negotiations in good faith fifteen (15) days after receipt of that written notice, or negotiations are unsuccessful after a period of ninety (90) days after commencement of negotiations, either party may terminate this Agreement by providing written notice to the other effective upon receipt.” 8. <u>(Withdrawn by WM) Section 3.5 Mixed Waste Processing</u> - WM proposes adding the following language regarding mixed waste processing: “Company shall process all mixed	Exceptions #1 – 5 were included in agreement.
			Included in agreement.
			No change to agreement.
			No change to agreement.

WM (cont.)		Commercial Bin and permanent Roll-Off Box Trash to recover Recyclable Materials from Customers who do not participate in Company's separate Recycling program and are not otherwise in compliance with the Mandatory Commercial Recycling Requirements to the extent such Customers Commercial Bin and permanent Roll-Off Box Trash do not exceed 25% of non-Recyclable Materials... Company may request a waiver from the requirement to process waste from Street and Park Litter Trash Containers where it is established from waste characterization that the collected materials are contaminated to the extent that recovery of quality marketable goods that meet current and future quality control and contamination thresholds is impractical." 9. <u>Section 3.6.4. Street and Park Litter Containers</u> - WM performed a waste characterization study on July 24, 2018, and revealed that 1.24 tons out of 1.27 tons were unrecyclable, and the majority of material was dog feces in and out of bags. WM will work with City to identify ways to keep dog feces out of street and park litter containers. If WM and City cannot collaboratively identify a solution, WM will ask to be relieved of the requirement to process material in Street and Park Litter Containers. (See Section 13 of WM proposal.) 10. <u>(Withdrawn by WM) Section 3.6.5 City Owned/Managed and Third-Party Owned/Managed Events</u> - WM will process recoverable waste generated at City and Third-Party Events, however, WM asks that in some situations, it will be obvious that certain containers are so contaminated making the recovery of any useful material impossible, and those containers will not require processing. WM's Recycling Coach, Government Liaison, and Service Liaison will meet regularly throughout the year with City staff and the Specific Event Coordinator to establish a Recycling/Processing Service Plan for each event that will incorporate container placement and service plan with the goal of maximizing recoverability. (See Section 13 of WM proposal.) WM proposes exemptions for certain overly contaminated containers during events. 11. <u>Section 3.6.8 Door-to-Door HHW Collection Program</u> – Section 3.6.8 of the draft agreement states that non-controlled pharmaceuticals will be collected under the program. However, WM's proposal states medicines/pharmaceuticals as ineligible materials under their door-to-door HHW program. 12. <u>Section 3.8.1 Hauler Diversion Requirements</u> – WM proposes the minimum amount of hauler-collected tonnage to be diverted during each year to be 46%, and also agrees to undertake good faith efforts to increase the diversion level to 50%. WM requests to add the following language, "Upon the request of either party, the parties agree to meet and confer, and negotiate in good faith, regarding adjustments to the hauler diversion requirement, including trends in source reduction, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, the availability of commercially viable markets for Recyclable Materials or Organic Waste, transportation constraints, embargoes, and the impact of third party recycling and scavenging."	Added clause to Section 3.6.4 stating, "Company shall be relieved of the requirement to process material in Street and Park Litter Containers if material is significantly contaminated by dog feces, and Company shall report to City monthly the number of loads rejected for processing." No change to agreement. Removed pharmaceuticals from list of acceptable materials under the door-to-door HHW program. Included in agreement.
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WM (cont.)		13. <u>(Withdrawn by WM) Section 3.8.2 Additional Diversion Services</u> – WM proposes to revise the following: “If City determines that Company has not maximized diversion due to its failure to implement the diversion and public education programs contemplated under this Agreement...as necessary in order for City to comply with CalRecycle diversion requirements, Company must submit a corrective action plan to assist the City to comply with Section 41780 of the Act and other Applicable Laws, by March 15th following the year the diversion requirements were not met. Company’s corrective action plan is subject to approval by the City Manager... Implementation of the corrective action plan shall be at Company’s sole cost and expense. If Company fails to submit a corrective action plan acceptable to the City, Company may be subject to liquidated damages. 14. <u>(Withdrawn by WM) Section 5.3 Schedule of Future Adjustments</u> – WM proposes to roll-over decreases as offsets to future increases, rather than decrease rates. In exchange, WM offers a 5% cap on annual rate increases, with any amount over the cap rolled forward to the following year. 15. <u>(Modified By WM) Section 5.5 Extraordinary Adjustments</u> – WM proposes the extraordinary rate adjustments to be implemented effective as of the date of City Council’s approval. WM requests to remove “change in market value of Recyclables, or processing costs for Recyclables and Organics Waste, unionization of Company’s workforce, change in wage rates or employee benefits, or the implementation or discontinuation of mandatory Recycling requirements” from the list of non-acceptable extraordinary adjustments. WM requests to remove the provision of submitting the Company’s annual financial statements and a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement. 16. <u>Section 7.2.6 Biennial Audit</u> – WM requests to limit the scope of the biennial audit to compliance with terms of this Agreement, Customer service levels and Billing, fee payments gross receipts, tonnage, and verification of Diversion rate. WM proposes to add the following language: “City acknowledges certain records and reports of Company provided to City as part of an audit are proprietary and confidential. Company shall mark as ‘CONFIDENTIAL’ all records and reports provided to City that Company asserts are proprietary and confidential. City will endeavor to maintain the confidentiality of all confidential information provided by Company. Company acknowledges that City is subject to the California Public Records Act. City will provide Company notice of public records requests for records or reports Company has identified as confidential and will hold the release of such records or reports for a reasonable period of time to allow Company to seek a protective order from a court of competent jurisdiction.” WM would ask that confidential and proprietary information be protected from public disclosure pursuant to state and local laws protecting such information.	No change to agreement. No change to agreement. WM and City negotiated to remove “changes in market value of recyclables, processing costs for recyclables and organic waste, or the values assumed by Company” from list of non-acceptable extraordinary adjustments. Included in agreement.
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WM (cont.)		17. <u>Section 7.5 Right to Inspect Records</u> – WM requests to revise the specific documents or records required “for the purposes set forth in the first paragraph of Section 7.3.5.... or any other similar records or reports necessary to evaluate annual reports.” In addition, WM requests to add the following language, “The provisions protecting confidentiality set forth in Section 7.2.6 apply to the records made available pursuant to this Section.” 18. <u>(Withdrawn by WM) Section 8.2 Hazardous Substances Indemnification</u> – WM requests to change the following language, “If City exercises its option under Section 3.10, in writing, to direct Trash Solid Waste to another landfill Disposal Site or processing facility that is not owned or operated by Company or its affiliates, then this indemnity shall not apply to that portion of the waste that City has redirected. 19. <u>(Withdrawn by WM) Sections 8.4.D.3, 8.4.H.1, and 8.4.H.2.a) Notifications; Endorsements</u> – WM requests to remove all references to “suspended,” “voided,” “reduced (or reduction) in coverage” or “non-renewal” from the required endorsements. WM proposes to add new Section 8.4.I.3: “Company shall provide City with written notice within fifteen (15) days of the occurrence of suspension, voiding, reduction in coverage or non-renewal of any policy of insurance required by this Agreement.” 20. <u>(Withdrawn by WM) Section 10.4 Liquidated Damages</u> – WM takes exception to entire Section, and requests the opportunity to negotiate with the City regarding the liquidated damages. 21. <u>(Withdrawn by WM) Section 12.6 Severability</u> – WM requests to revise the language: “If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.”	First sentence not approved. Second sentence included in agreement. No changes to agreement. No changes to agreement. No changes to agreement. No changes to agreement.
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Proposed Exceptions to Franchise Agreement

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
Waste Resource Technologies	0	None.

EXHIBIT 3
PROPOSED RATE REVENUE

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3 - 4	Bin and Commercial Cart Service - Rates
3 - 5	Bin and Commercial Cart Service - Revenue
3 - 6	Roll-off Box and Temporary Bin Service - Rates and Revenue
3 - 7	Optional Construction and Demolition Debris Rates

City of Manhattan Beach
Annual Contractor Rate Revenue Summary

Line	Service Category	Annual Contractor Rate Revenue (1)				
		Current Contract (FY 2017/18)	Current Contract (FY 2018/19)	Athens (FY 2019/20)	WM (FY 2019/20)	WRT (FY 2019/20)
	<u>Standard Services</u>					
1	Single Family Cart Service Revenue	\$ 1,776,840 (2)	\$ 1,812,377 (3)	\$ 3,401,556	\$ 2,252,292	\$ 2,871,192
2	Multi Family Cart Service Rate Revenue	\$ 398,384 (2)	\$ 406,352 (3)	\$ 730,944	\$ 476,940	\$ 1,157,328
3	Bin and Commercial Cart Service Rate Revenue (4)	\$ 1,491,790 (2)	\$ 1,521,626 (3)	\$ 3,913,764	\$ 2,756,508	\$ 2,345,280
4	Roll-Off and Temporary Service Revenue	\$ 102,471	\$ 104,520	\$ 179,451	\$ 171,755	\$ 173,072 (5)
5	Total Proposed Rate Revenue	\$ 3,769,485	\$ 3,844,875	\$ 8,225,715	\$ 5,657,495	\$ 6,546,872
6	Total Proposed Rate Revenue, Rounded	\$ 3,769,000	\$ 3,845,000	\$ 8,226,000	\$ 5,657,000	\$ 6,547,000
7	Proposer Increase Over FY 2018/19 Rates	N/A	N/A	\$ 4,381,000	\$ 1,812,000	\$ 2,702,000
	Percent above (below) FY 2018/19 Rates					
8	Single-Family Residential			88%	24%	58%
9	Multi-Family Residential			80%	17%	185%
10	Bin and Commercial Cart			157%	81%	54%
11	Roll-Off and Temporary Bin			72%	64%	66%
12	Total			114%	47%	70%
	<u>Optional Services</u>					
13	Hauler to Perform Customer Billing for Residential Service (Single-Family and Multi-Family)			2.00%	2.79%	3.00% (6)
14	Hauler to Perform Customer Billing for Commercial, Roll-off, and Temp Bin Service			0.50%	0.82%	0.00% (6)
15	Proposed Residential Revenue (with City-billed services)			\$ 4,132,500	\$ 2,729,232	\$ 4,028,520
16	Proposed Commercial, Roll-off, and Temp Bin Service Revenue (with City-billed services)			\$ 4,093,215	\$ 2,928,263	\$ 2,518,352
17	Additional Revenue for Company to Perform Single-Family and Multi-family Residential Billing			\$ 82,650	\$ 76,081	\$ 120,856
18	Additional Revenue for Company to Perform Commercial, Roll-off, and Temp Bin Service Billing			\$ 20,466	\$ 24,108	\$ -
19	Total Additional Revenue for Company to perform all customer billing (Residential, Commercial, Roll-off and Temp Bin Service)			\$ 103,116	\$ 100,189	\$ 120,856

(1) Based on RFP customer matrix.

(2) Based on actual revenue paid to current hauler.

(3) Estimated amount based on prior year actuals and assuming a 2% increase for 2018/19.

(4) Under the current agreement, commercial recycling containers are provided at no charge. Under the new agreement, commercial recycling containers will be charged at 50% of the refuse container rate of same size and frequency.

(5) Includes updated roll-off rates submitted by WRT on 10/15/18.

(6) WRT provided updated percentage rate increases to City on 10/15/18.

City of Manhattan Beach
Single-Family Residential Cart Service - Rates and Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Rates			Billing Units (1)	Monthly Contractor Revenue		
		Athens	WM	WRT		Athens	WM	WRT
	Curbside Collection - 1x week, one trash, recycling and organics waste cart							
1	- 95-gallon trash cart (2)	\$ 30.00	\$ 21.40	\$ 26.00	549	\$ 16,470	\$ 11,749	\$ 14,274
2	- 65-gallon trash cart - Base Rate	\$ 26.00	\$ 17.40	\$ 22.00	7,374	\$ 191,724	\$ 128,308	\$ 162,228
3	- 35-gallon trash cart (3)	\$ 22.00	\$ 13.40	\$ 18.00	3,200	\$ 70,400	\$ 42,880	\$ 57,600
4	- 20-gallon trash cart (4)	\$ 22.00	\$ 13.40	\$ 18.00	N/A	N/A	N/A	N/A
	Extra Cart Services							
5	Backyard Service Charge Added to Curbside Rate	\$ 15.00	\$ 13.05	\$ 20.00	59	\$ 885	\$ 770	\$ 1,180
	Additional Trash Cart Rates (for each trash cart above one)							
6	- 95-gallon	\$ 8.00	\$ 8.00	\$ 8.00	65	\$ 520	\$ 520	\$ 520
7	- 65-gallon	\$ 6.00	\$ 6.00	\$ 6.00	268	\$ 1,608	\$ 1,608	\$ 1,608
8	- 35-gallon	\$ 4.00	\$ 4.00	\$ 4.00	464	\$ 1,856	\$ 1,856	\$ 1,856
9	- 20-gallon (6)	\$ 4.00	\$ 4.00	\$ 4.00	N/A	N/A	N/A	N/A
10	Projected Monthly Residential Cart Service Contractor Revenue					\$ 283,463	\$ 187,691	\$ 239,266
11	Months per Year					12	12	12
12	Projected Annual Residential Cart Service Contractor Revenue					\$ 3,401,556	\$ 2,252,292	\$ 2,871,192
13	Projected Annual Residential Cart Service Contractor Revenue, Rounded					\$ 3,402,000	\$ 2,252,000	\$ 2,871,000

(1) Based on cart distribution as of March 2018.

(2) 95-gallon trash cart rate shall be set \$4.00 per month higher than the proposed 64-gallon rate.

(3) 35-gallon trash cart rate shall be set \$4.00 per month lower than the proposed 64-gallon rate.

(4) Currently, 20-gallon trash carts are not provided by the hauler. In the new agreement, the 20-gallon refuse rate shall be set equal to the 35-

(5) Based on current cart distribution.

(6) The rate for an extra 20-gallon trash cart shall be set at the same rate for an additional 35-gallon trash cart.

City of Manhattan Beach
Multi-Family Residential Cart Service - Rates and Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Rates			Billing Units (2)	Monthly Contractor Revenue		
		Athens	WM	WRT		Athens	WM	WRT
1	Per Unit Monthly Contractor Rate for Unlimited Cart Service for Multi-Family Customers with 2-9 Dwelling Units (1):	\$ 24.00	\$ 15.66	\$ 38.00				
	Dwelling Units per Building							
2	2-Unit	\$ 48.00	\$ 31.32	\$ 76.00	812	\$ 38,976	\$ 25,432	\$ 61,712
3	3-Unit	\$ 72.00	\$ 46.98	\$ 114.00	167	\$ 12,024	\$ 7,846	\$ 19,038
4	4-Unit	\$ 96.00	\$ 62.64	\$ 152.00	83	\$ 7,968	\$ 5,199	\$ 12,616
5	5-Unit	\$ 120.00	\$ 78.30	\$ 190.00	1	\$ 120	\$ 78	\$ 190
6	6-Unit	\$ 144.00	\$ 93.96	\$ 228.00	8	\$ 1,152	\$ 752	\$ 1,824
7	7-Unit	\$ 168.00	\$ 109.62	\$ 266.00	4	\$ 672	\$ 438	\$ 1,064
8	8-Unit	\$ 192.00	\$ 125.28	\$ 304.00	-	\$ -	\$ -	\$ -
9	9-Unit	\$ 216.00	\$ 140.94	\$ 342.00	-	\$ -	\$ -	\$ -
10	Projected Monthly MF Residential Cart Service Contractor Revenue					\$ 60,912	\$ 39,745	\$ 96,444
11	Months per Year					12	12	12
12	Projected Annual MF Residential Cart Service Contractor Revenue					\$ 730,944	\$ 476,940	\$ 1,157,328
13	Projected Annual MF Residential Cart Service Contractor Revenue, Rounded					\$ 731,000	\$ 477,000	\$ 1,157,000

(1) Base rate includes door-to-door HHW program.

(2) Based on total number of accounts as of November 2017.

City of Manhattan Beach
Bin and Commercial Cart Service - Rates
FY 2019/20

Line	Service Category	Monthly Contractor Rate			Billing Units
		Athens	WM	WRT	
	Carts				
1	Trash Cart				
2	35-gallon 1x week	\$ 34.73	\$ 24.46	\$ 20.81	181
3	35-gallon 2x week	\$ 69.47	\$ 48.93	\$ 41.63	23
4	35-gallon 3x week	\$ 104.20	\$ 73.39	\$ 62.44	20
5	35-gallon 4x week	\$ 138.93	\$ 97.85	\$ 83.25	8
6	35-gallon 5x week	\$ 173.62	\$ 122.29	\$ 104.04	12
7	35-gallon 6x week	\$ 208.35	\$ 146.75	\$ 124.85	4
8	35-gallon 7x week	\$ 243.11	\$ 171.23	\$ 145.68	3
9	65-gallon 1x week	\$ 68.06	\$ 47.93	\$ 40.78	1
10	65-gallon 2x week	\$ 136.05	\$ 95.82	\$ 81.52	7
11	65-gallon 3x week	\$ 204.08	\$ 143.74	\$ 122.29	3
12	65-gallon 4x week	\$ 272.14	\$ 191.67	\$ 163.07	2
13	65-gallon 5x week	\$ 340.13	\$ 239.56	\$ 203.81	-
14	65-gallon 6x week	\$ 408.18	\$ 287.49	\$ 244.60	-
15	65-gallon 7x week	\$ 476.22	\$ 335.41	\$ 285.36	6
16	95-gallon 1x week	\$ 102.05	\$ 71.88	\$ 61.15	17
17	95-gallon 2x week	\$ 204.08	\$ 143.74	\$ 122.29	4
18	95-gallon 3x week	\$ 306.15	\$ 215.63	\$ 183.46	-
19	95-gallon 4x week	\$ 408.18	\$ 287.49	\$ 244.60	-
20	95-gallon 5x week	\$ 510.19	\$ 359.34	\$ 305.72	-
21	95-gallon 6x week	\$ 612.26	\$ 431.23	\$ 366.89	-
22	95-gallon 7x week	\$ 714.29	\$ 503.09	\$ 428.03	-
	Recycling Cart (1)				
23	35-gallon 1x week	\$ 17.37	\$ 12.23	\$ 10.41	30
24	35-gallon 2x week	\$ 34.74	\$ 24.47	\$ 20.82	2
25	35-gallon 3x week	\$ 52.10	\$ 36.70	\$ 31.22	-
26	35-gallon 4x week	\$ 69.47	\$ 48.93	\$ 41.63	1
27	35-gallon 5x week	\$ 86.81	\$ 61.15	\$ 52.02	-
28	35-gallon 6x week	\$ 104.18	\$ 73.38	\$ 62.43	-
29	35-gallon 7x week	\$ 121.56	\$ 85.62	\$ 72.84	-
30	65-gallon 1x week	\$ 34.03	\$ 23.97	\$ 20.39	190
31	65-gallon 2x week	\$ 68.03	\$ 47.91	\$ 40.76	17

City of Manhattan Beach
Bin and Commercial Cart Service - Rates
FY 2019/20

Line	Service Category	Monthly Contractor Rate			Billing Units
		Athens	WM	WRT	
32	65-gallon 3x week	\$ 102.04	\$ 71.87	\$ 61.15	5
33	65-gallon 4x week	\$ 136.07	\$ 95.84	\$ 81.54	-
34	65-gallon 5x week	\$ 170.07	\$ 119.78	\$ 101.91	-
35	65-gallon 6x week	\$ 204.09	\$ 143.75	\$ 122.30	6
36	65-gallon 7x week	\$ 238.11	\$ 167.71	\$ 142.68	-
37	95-gallon 1x week	\$ 51.03	\$ 35.94	\$ 30.58	129
38	95-gallon 2x week	\$ 102.04	\$ 71.87	\$ 61.15	16
39	95-gallon 3x week	\$ 153.08	\$ 107.82	\$ 91.73	10
40	95-gallon 4x week	\$ 204.09	\$ 143.75	\$ 122.30	3
41	95-gallon 5x week	\$ 255.10	\$ 179.67	\$ 152.86	6
42	95-gallon 6x week	\$ 306.13	\$ 215.62	\$ 183.45	14
43	95-gallon 7x week	\$ 357.15	\$ 251.55	\$ 214.02	-
Trash Bin					
44	2 Cubic Yard 1x week	\$ 192.69	\$ 135.72	\$ 115.47	89
45	2 Cubic Yard 2x week	\$ 301.10	\$ 212.07	\$ 180.43	38
46	2 Cubic Yard 3x week	\$ 401.39	\$ 282.71	\$ 240.53	17
47	2 Cubic Yard 4x week	\$ 501.80	\$ 353.43	\$ 300.69	5
48	2 Cubic Yard 5x week	\$ 602.15	\$ 424.11	\$ 360.83	8
49	2 Cubic Yard 6x week	\$ 802.87	\$ 565.48	\$ 481.10	1
50	2 Cubic Yard 7x week	\$ 1,003.55	\$ 706.82	\$ 601.35	6
51	3 Cubic Yard 1x week	\$ 247.47	\$ 174.30	\$ 148.29	35
52	3 Cubic Yard 2x week	\$ 381.98	\$ 269.03	\$ 228.89	37
53	3 Cubic Yard 3x week	\$ 509.28	\$ 358.70	\$ 305.18	24
54	3 Cubic Yard 4x week	\$ 636.58	\$ 448.36	\$ 381.46	5
55	3 Cubic Yard 5x week	\$ 763.89	\$ 538.02	\$ 457.74	18
56	3 Cubic Yard 6x week	\$ 1,018.52	\$ 717.37	\$ 610.32	5
57	3 Cubic Yard 7x week	\$ 1,273.19	\$ 896.74	\$ 762.93	7
58	4 Cubic Yard 1x week	\$ 296.48	\$ 208.82	\$ 177.66	12
59	4 Cubic Yard 2x week	\$ 463.42	\$ 326.40	\$ 277.69	18
60	4 Cubic Yard 3x week	\$ 617.84	\$ 435.16	\$ 370.23	16
61	4 Cubic Yard 4x week	\$ 772.33	\$ 543.97	\$ 462.80	12
62	4 Cubic Yard 5x week	\$ 926.79	\$ 652.76	\$ 555.36	24
63	4 Cubic Yard 6x week	\$ 1,235.72	\$ 870.35	\$ 740.48	18
64	4 Cubic Yard 7x week	\$ 1,544.65	\$ 1,087.94	\$ 925.60	13

City of Manhattan Beach
Bin and Commercial Cart Service - Rates
FY 2019/20

Line	Service Category	Monthly Contractor Rate			Billing Units
		Athens	WM	WRT	
65	6 Cubic Yard 1x week	\$ 381.17	\$ 268.47	\$ 228.41	1
66	6 Cubic Yard 2x week	\$ 595.73	\$ 419.59	\$ 356.98	3
67	6 Cubic Yard 3x week	\$ 794.35	\$ 559.48	\$ 476.00	5
68	6 Cubic Yard 4x week	\$ 992.90	\$ 699.32	\$ 594.97	1
69	6 Cubic Yard 5x week	\$ 1,191.49	\$ 839.19	\$ 713.97	5
70	6 Cubic Yard 6x week	\$ 1,588.67	\$ 1,118.94	\$ 951.98	2
71	6 Cubic Yard 7x week	\$ 1,985.86	\$ 1,398.69	\$ 1,189.98	-
Trash Compactor Bin					
72	2 Cubic Yard 1x week	\$ 322.08	\$ 226.85	\$ 193.00	-
73	2 Cubic Yard 2x week	\$ 503.18	\$ 354.40	\$ 301.52	-
74	2 Cubic Yard 3x week	\$ 670.86	\$ 472.50	\$ 402.00	-
75	2 Cubic Yard 4x week	\$ 847.52	\$ 596.93	\$ 507.86	-
76	2 Cubic Yard 5x week	\$ 1,006.39	\$ 708.82	\$ 603.06	-
77	2 Cubic Yard 6x week	\$ 1,342.00	\$ 945.21	\$ 804.17	-
78	2 Cubic Yard 7x week	\$ 1,677.77	\$ 1,181.69	\$ 1,005.37	-
79	3 Cubic Yard 1x week	\$ 410.70	\$ 289.27	\$ 246.10	-
80	3 Cubic Yard 2x week	\$ 641.90	\$ 452.10	\$ 384.64	-
81	3 Cubic Yard 3x week	\$ 861.88	\$ 607.04	\$ 516.46	-
82	3 Cubic Yard 4x week	\$ 1,069.59	\$ 753.33	\$ 640.93	-
83	3 Cubic Yard 5x week	\$ 1,283.41	\$ 903.93	\$ 769.05	1
84	3 Cubic Yard 6x week	\$ 1,711.31	\$ 1,205.32	\$ 1,025.47	-
85	3 Cubic Yard 7x week	\$ 2,139.19	\$ 1,506.68	\$ 1,281.87	1
86	4 Cubic Yard 1x week	\$ 499.99	\$ 352.16	\$ 299.61	1
87	4 Cubic Yard 2x week	\$ 781.24	\$ 550.25	\$ 468.14	-
88	4 Cubic Yard 3x week	\$ 1,041.71	\$ 733.70	\$ 624.22	-
89	4 Cubic Yard 4x week	\$ 1,301.98	\$ 917.01	\$ 780.18	-
90	4 Cubic Yard 5x week	\$ 1,562.51	\$ 1,100.51	\$ 936.30	-
91	4 Cubic Yard 6x week	\$ 2,083.26	\$ 1,467.29	\$ 1,248.35	-
92	4 Cubic Yard 7x week	\$ 2,604.39	\$ 1,834.33	\$ 1,560.62	-
93	6 Cubic Yard 1x week	\$ 645.04	\$ 454.32	\$ 386.53	-
94	6 Cubic Yard 2x week	\$ 1,008.10	\$ 710.03	\$ 604.08	-
95	6 Cubic Yard 3x week	\$ 1,344.17	\$ 946.73	\$ 805.47	-
96	6 Cubic Yard 4x week	\$ 1,680.16	\$ 1,183.37	\$ 1,006.80	-
97	6 Cubic Yard 5x week	\$ 2,016.16	\$ 1,420.03	\$ 1,208.14	-

City of Manhattan Beach
Bin and Commercial Cart Service - Rates
FY 2019/20

Line	Service Category	Monthly Contractor Rate			Billing Units
		Athens	WM	WRT	
98	6 Cubic Yard 6x week	\$ 2,688.28	\$ 1,893.42	\$ 1,610.90	-
99	6 Cubic Yard 7x week	\$ 3,360.34	\$ 2,366.77	\$ 2,013.61	-
Trash/Recyclables Split Bin					
100	2 Cubic Yard 1x week	\$ 182.73	\$ 128.70	\$ 109.50	1
101	2 Cubic Yard 2x week	\$ 292.33	\$ 205.90	\$ 175.18	2
102	2 Cubic Yard 3x week	\$ 389.70	\$ 274.47	\$ 233.52	2
103	2 Cubic Yard 4x week	\$ 487.11	\$ 343.08	\$ 291.89	-
104	2 Cubic Yard 5x week	\$ 584.56	\$ 411.72	\$ 350.29	-
105	2 Cubic Yard 6x week	\$ 777.49	\$ 547.60	\$ 465.89	-
106	2 Cubic Yard 7x week	\$ 971.83	\$ 684.48	\$ 582.35	2
107	3 Cubic Yard 1x week	\$ 187.70	\$ 132.20	\$ 112.48	1
108	3 Cubic Yard 2x week	\$ 296.54	\$ 208.86	\$ 177.70	1
109	3 Cubic Yard 3x week	\$ 395.32	\$ 278.43	\$ 236.89	3
110	3 Cubic Yard 4x week	\$ 494.16	\$ 348.05	\$ 296.11	-
111	3 Cubic Yard 5x week	\$ 587.81	\$ 414.01	\$ 352.24	-
112	3 Cubic Yard 6x week	\$ 788.66	\$ 555.47	\$ 472.59	1
113	3 Cubic Yard 7x week	\$ 985.87	\$ 694.37	\$ 590.76	1
114	4 Cubic Yard 1x week	\$ 192.69	\$ 135.72	\$ 115.47	1
115	4 Cubic Yard 2x week	\$ 301.10	\$ 212.07	\$ 180.43	1
116	4 Cubic Yard 3x week	\$ 401.39	\$ 282.71	\$ 240.53	1
117	4 Cubic Yard 4x week	\$ 501.80	\$ 353.43	\$ 300.69	-
118	4 Cubic Yard 5x week	\$ 602.15	\$ 424.11	\$ 360.83	1
119	4 Cubic Yard 6x week	\$ 802.87	\$ 565.48	\$ 481.10	-
120	4 Cubic Yard 7x week	\$ 1,003.55	\$ 706.82	\$ 601.35	3
Recycling Bin (1)					
121	2 Cubic Yard 1x week	\$ 96.35	\$ 67.86	\$ 57.74	19
122	2 Cubic Yard 2x week	\$ 150.55	\$ 106.04	\$ 90.22	3
123	2 Cubic Yard 3x week	\$ 200.70	\$ 141.36	\$ 120.27	12

City of Manhattan Beach
Bin and Commercial Cart Service - Rates
FY 2019/20

Line	Service Category	Monthly Contractor Rate			Billing Units
		Athens	WM	WRT	
124	2 Cubic Yard 4x week	\$ 250.90	\$ 176.72	\$ 150.35	2
125	2 Cubic Yard 5x week	\$ 301.08	\$ 212.06	\$ 180.42	-
126	2 Cubic Yard 6x week	\$ 401.44	\$ 282.74	\$ 240.55	1
127	2 Cubic Yard 7x week	\$ 501.78	\$ 353.41	\$ 300.68	-
128	3 Cubic Yard 1x week	\$ 123.74	\$ 87.15	\$ 74.15	8
129	3 Cubic Yard 2x week	\$ 190.99	\$ 134.52	\$ 114.45	14
130	3 Cubic Yard 3x week	\$ 254.64	\$ 179.35	\$ 152.59	6
131	3 Cubic Yard 4x week	\$ 318.29	\$ 224.18	\$ 190.73	2
132	3 Cubic Yard 5x week	\$ 381.95	\$ 269.01	\$ 228.87	7
133	3 Cubic Yard 6x week	\$ 509.26	\$ 358.69	\$ 305.16	6
134	3 Cubic Yard 7x week	\$ 636.60	\$ 448.37	\$ 381.47	-
135	4 Cubic Yard 1x week	\$ 148.24	\$ 104.41	\$ 88.83	7
136	4 Cubic Yard 2x week	\$ 231.71	\$ 163.20	\$ 138.85	8
137	4 Cubic Yard 3x week	\$ 308.92	\$ 217.58	\$ 185.12	2
138	4 Cubic Yard 4x week	\$ 386.17	\$ 271.99	\$ 231.40	2
139	4 Cubic Yard 5x week	\$ 463.40	\$ 326.38	\$ 277.68	6
140	4 Cubic Yard 6x week	\$ 617.86	\$ 435.18	\$ 370.24	16
141	4 Cubic Yard 7x week	\$ 772.33	\$ 543.97	\$ 462.80	1
142	6 Cubic Yard 1x week	\$ 190.59	\$ 134.24	\$ 114.21	-
143	6 Cubic Yard 2x week	\$ 297.87	\$ 209.80	\$ 178.49	-
144	6 Cubic Yard 3x week	\$ 397.18	\$ 279.74	\$ 238.00	-
145	6 Cubic Yard 4x week	\$ 496.45	\$ 349.66	\$ 297.49	-
146	6 Cubic Yard 5x week	\$ 595.75	\$ 419.60	\$ 356.99	-
147	6 Cubic Yard 6x week	\$ 794.34	\$ 559.47	\$ 475.99	-
148	6 Cubic Yard 7x week	\$ 992.93	\$ 699.35	\$ 594.99	-
149	Total Commercial Containers				1,145

(1) Recycling containers currently provided at no charge. Under new agreement, recycling containers will be charged at 50% of the refuse container rate of the same container size and frequency.

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
	Carts			
	Trash Cart			
1	35-gallon 1x week	\$ 6,286	\$ 4,427	\$ 3,767
2	35-gallon 2x week	\$ 1,598	\$ 1,125	\$ 957
3	35-gallon 3x week	\$ 2,084	\$ 1,468	\$ 1,249
4	35-gallon 4x week	\$ 1,111	\$ 783	\$ 666
5	35-gallon 5x week	\$ 2,083	\$ 1,467	\$ 1,248
6	35-gallon 6x week	\$ 833	\$ 587	\$ 499
7	35-gallon 7x week	\$ 729	\$ 514	\$ 437
8	65-gallon 1x week	\$ 68	\$ 48	\$ 41
9	65-gallon 2x week	\$ 952	\$ 671	\$ 571
10	65-gallon 3x week	\$ 612	\$ 431	\$ 367
11	65-gallon 4x week	\$ 544	\$ 383	\$ 326
12	65-gallon 5x week	\$ -	\$ -	\$ -
13	65-gallon 6x week	\$ -	\$ -	\$ -
14	65-gallon 7x week	\$ 2,857	\$ 2,012	\$ 1,712
15	95-gallon 1x week	\$ 1,735	\$ 1,222	\$ 1,040
16	95-gallon 2x week	\$ 816	\$ 575	\$ 489
17	95-gallon 3x week	\$ -	\$ -	\$ -
18	95-gallon 4x week	\$ -	\$ -	\$ -
19	95-gallon 5x week	\$ -	\$ -	\$ -
20	95-gallon 6x week	\$ -	\$ -	\$ -
21	95-gallon 7x week	\$ -	\$ -	\$ -
	Recycling Cart (1)			
22	35-gallon 1x week	\$ 521	\$ 367	\$ 312
23	35-gallon 2x week	\$ 69	\$ 49	\$ 42
24	35-gallon 3x week	\$ -	\$ -	\$ -
25	35-gallon 4x week	\$ 69	\$ 49	\$ 42
26	35-gallon 5x week	\$ -	\$ -	\$ -
27	35-gallon 6x week	\$ -	\$ -	\$ -

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
28	35-gallon 7x week	\$ -	\$ -	\$ -
29	65-gallon 1x week	\$ 6,466	\$ 4,554	\$ 3,874
30	65-gallon 2x week	\$ 1,157	\$ 814	\$ 693
31	65-gallon 3x week	\$ 510	\$ 359	\$ 306
32	65-gallon 4x week	\$ -	\$ -	\$ -
33	65-gallon 5x week	\$ -	\$ -	\$ -
34	65-gallon 6x week	\$ 1,225	\$ 863	\$ 734
35	65-gallon 7x week	\$ -	\$ -	\$ -
36	95-gallon 1x week	\$ 6,583	\$ 4,636	\$ 3,945
37	95-gallon 2x week	\$ 1,633	\$ 1,150	\$ 978
38	95-gallon 3x week	\$ 1,531	\$ 1,078	\$ 917
39	95-gallon 4x week	\$ 612	\$ 431	\$ 367
40	95-gallon 5x week	\$ 1,531	\$ 1,078	\$ 917
41	95-gallon 6x week	\$ 4,286	\$ 3,019	\$ 2,568
42	95-gallon 7x week	\$ -	\$ -	\$ -
Trash Bin				
43	2 Cubic Yard 1x week	\$ 17,149	\$ 12,079	\$ 10,277
44	2 Cubic Yard 2x week	\$ 11,442	\$ 8,059	\$ 6,856
45	2 Cubic Yard 3x week	\$ 6,824	\$ 4,806	\$ 4,089
46	2 Cubic Yard 4x week	\$ 2,509	\$ 1,767	\$ 1,503
47	2 Cubic Yard 5x week	\$ 4,817	\$ 3,393	\$ 2,887
48	2 Cubic Yard 6x week	\$ 803	\$ 565	\$ 481
49	2 Cubic Yard 7x week	\$ 6,021	\$ 4,241	\$ 3,608
50	3 Cubic Yard 1x week	\$ 8,661	\$ 6,101	\$ 5,190
51	3 Cubic Yard 2x week	\$ 14,133	\$ 9,954	\$ 8,469
52	3 Cubic Yard 3x week	\$ 12,223	\$ 8,609	\$ 7,324
53	3 Cubic Yard 4x week	\$ 3,183	\$ 2,242	\$ 1,907
54	3 Cubic Yard 5x week	\$ 13,750	\$ 9,684	\$ 8,239
55	3 Cubic Yard 6x week	\$ 5,093	\$ 3,587	\$ 3,052
56	3 Cubic Yard 7x week	\$ 8,912	\$ 6,277	\$ 5,341

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
57	4 Cubic Yard 1x week	\$ 3,558	\$ 2,506	\$ 2,132
58	4 Cubic Yard 2x week	\$ 8,342	\$ 5,875	\$ 4,998
59	4 Cubic Yard 3x week	\$ 9,885	\$ 6,963	\$ 5,924
60	4 Cubic Yard 4x week	\$ 9,268	\$ 6,528	\$ 5,554
61	4 Cubic Yard 5x week	\$ 22,243	\$ 15,666	\$ 13,329
62	4 Cubic Yard 6x week	\$ 22,243	\$ 15,666	\$ 13,329
63	4 Cubic Yard 7x week	\$ 20,080	\$ 14,143	\$ 12,033
64	6 Cubic Yard 1x week	\$ 381	\$ 268	\$ 228
65	6 Cubic Yard 2x week	\$ 1,787	\$ 1,259	\$ 1,071
66	6 Cubic Yard 3x week	\$ 3,972	\$ 2,797	\$ 2,380
67	6 Cubic Yard 4x week	\$ 993	\$ 699	\$ 595
68	6 Cubic Yard 5x week	\$ 5,957	\$ 4,196	\$ 3,570
69	6 Cubic Yard 6x week	\$ 3,177	\$ 2,238	\$ 1,904
70	6 Cubic Yard 7x week	\$ -	\$ -	\$ -
Trash Compactor Bin				
71	2 Cubic Yard 1x week	\$ -	\$ -	\$ -
72	2 Cubic Yard 2x week	\$ -	\$ -	\$ -
73	2 Cubic Yard 3x week	\$ -	\$ -	\$ -
74	2 Cubic Yard 4x week	\$ -	\$ -	\$ -
75	2 Cubic Yard 5x week	\$ -	\$ -	\$ -
76	2 Cubic Yard 6x week	\$ -	\$ -	\$ -
77	2 Cubic Yard 7x week	\$ -	\$ -	\$ -
78	3 Cubic Yard 1x week	\$ -	\$ -	\$ -
79	3 Cubic Yard 2x week	\$ -	\$ -	\$ -
80	3 Cubic Yard 3x week	\$ -	\$ -	\$ -
81	3 Cubic Yard 4x week	\$ -	\$ -	\$ -
82	3 Cubic Yard 5x week	\$ 1,283	\$ 904	\$ 769
83	3 Cubic Yard 6x week	\$ -	\$ -	\$ -
84	3 Cubic Yard 7x week	\$ 2,139	\$ 1,507	\$ 1,282
85	4 Cubic Yard 1x week	\$ 500	\$ 352	\$ 300
86	4 Cubic Yard 2x week	\$ -	\$ -	\$ -

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
87	4 Cubic Yard 3x week	\$ -	\$ -	\$ -
88	4 Cubic Yard 4x week	\$ -	\$ -	\$ -
89	4 Cubic Yard 5x week	\$ -	\$ -	\$ -
90	4 Cubic Yard 6x week	\$ -	\$ -	\$ -
91	4 Cubic Yard 7x week	\$ -	\$ -	\$ -
92	6 Cubic Yard 1x week	\$ -	\$ -	\$ -
93	6 Cubic Yard 2x week	\$ -	\$ -	\$ -
94	6 Cubic Yard 3x week	\$ -	\$ -	\$ -
95	6 Cubic Yard 4x week	\$ -	\$ -	\$ -
96	6 Cubic Yard 5x week	\$ -	\$ -	\$ -
97	6 Cubic Yard 6x week	\$ -	\$ -	\$ -
98	6 Cubic Yard 7x week	\$ -	\$ -	\$ -
Trash/Recyclables Split Bin				
99	2 Cubic Yard 1x week	\$ 183	\$ 129	\$ 110
100	2 Cubic Yard 2x week	\$ 585	\$ 412	\$ 350
101	2 Cubic Yard 3x week	\$ 779	\$ 549	\$ 467
102	2 Cubic Yard 4x week	\$ -	\$ -	\$ -
103	2 Cubic Yard 5x week	\$ -	\$ -	\$ -
104	2 Cubic Yard 6x week	\$ -	\$ -	\$ -
105	2 Cubic Yard 7x week	\$ 1,944	\$ 1,369	\$ 1,165
106	3 Cubic Yard 1x week	\$ 188	\$ 132	\$ 112
107	3 Cubic Yard 2x week	\$ 297	\$ 209	\$ 178
108	3 Cubic Yard 3x week	\$ 1,186	\$ 835	\$ 711
109	3 Cubic Yard 4x week	\$ -	\$ -	\$ -
110	3 Cubic Yard 5x week	\$ -	\$ -	\$ -
111	3 Cubic Yard 6x week	\$ 789	\$ 555	\$ 473
112	3 Cubic Yard 7x week	\$ 986	\$ 694	\$ 591

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
113	4 Cubic Yard 1x week	\$ 193	\$ 136	\$ 115
114	4 Cubic Yard 2x week	\$ 301	\$ 212	\$ 180
115	4 Cubic Yard 3x week	\$ 401	\$ 283	\$ 241
116	4 Cubic Yard 4x week	\$ -	\$ -	\$ -
117	4 Cubic Yard 5x week	\$ 602	\$ 424	\$ 361
118	4 Cubic Yard 6x week	\$ -	\$ -	\$ -
119	4 Cubic Yard 7x week	\$ 3,011	\$ 2,120	\$ 1,804
Recycling Bin (1)				
120	2 Cubic Yard 1x week	\$ 1,831	\$ 1,289	\$ 1,097
121	2 Cubic Yard 2x week	\$ 452	\$ 318	\$ 271
122	2 Cubic Yard 3x week	\$ 2,408	\$ 1,696	\$ 1,443
123	2 Cubic Yard 4x week	\$ 502	\$ 353	\$ 301
124	2 Cubic Yard 5x week	\$ -	\$ -	\$ -
125	2 Cubic Yard 6x week	\$ 401	\$ 283	\$ 241
126	2 Cubic Yard 7x week	\$ -	\$ -	\$ -
127	3 Cubic Yard 1x week	\$ 990	\$ 697	\$ 593
128	3 Cubic Yard 2x week	\$ 2,674	\$ 1,883	\$ 1,602
129	3 Cubic Yard 3x week	\$ 1,528	\$ 1,076	\$ 916
130	3 Cubic Yard 4x week	\$ 637	\$ 448	\$ 381
131	3 Cubic Yard 5x week	\$ 2,674	\$ 1,883	\$ 1,602
132	3 Cubic Yard 6x week	\$ 3,056	\$ 2,152	\$ 1,831
133	3 Cubic Yard 7x week	\$ -	\$ -	\$ -
134	4 Cubic Yard 1x week	\$ 1,038	\$ 731	\$ 622
135	4 Cubic Yard 2x week	\$ 1,854	\$ 1,306	\$ 1,111
136	4 Cubic Yard 3x week	\$ 618	\$ 435	\$ 370
137	4 Cubic Yard 4x week	\$ 772	\$ 544	\$ 463
138	4 Cubic Yard 5x week	\$ 2,780	\$ 1,958	\$ 1,666

City of Manhattan Beach
Bin and Commercial Cart Service - Revenue
FY 2019/20

Line	Service Category	Monthly Contractor Revenue		
		Athens	WM	WRT
139	4 Cubic Yard 6x week	\$ 9,886	\$ 6,963	\$ 5,924
140	4 Cubic Yard 7x week	\$ 772	\$ 544	\$ 463
141	6 Cubic Yard 1x week	\$ -	\$ -	\$ -
142	6 Cubic Yard 2x week	\$ -	\$ -	\$ -
143	6 Cubic Yard 3x week	\$ -	\$ -	\$ -
144	6 Cubic Yard 4x week	\$ -	\$ -	\$ -
145	6 Cubic Yard 5x week	\$ -	\$ -	\$ -
146	6 Cubic Yard 6x week	\$ -	\$ -	\$ -
147	6 Cubic Yard 7x week	\$ -	\$ -	\$ -
148	Total Monthly Commercial Revenue	\$ 326,147	\$ 229,709	\$ 195,440
149	Months per Year	12	12	12
150	Total Annual Commercial Revenue	\$ 3,913,764	\$ 2,756,508	\$ 2,345,280
151	Total Annual Commercial Revenue, Rounded	\$ 3,914,000	\$ 2,757,000	\$ 2,345,000

(1) Recycling containers currently provided at no charge. Under new agreement, recycling containers will be charged at 50% of the refuse container rate of the same container size and frequency.

City of Manhattan Beach
Roll-off Box and Temporary Bin Service - Rates and Revenue
FY 2019/20

Line	Service Category	Contractor Rates			Annual Unit Count	Contractor Revenue		
		Athens	WM (1)	WRT (2)		Athens	WM (1)	WRT (2)
	Roll-Off Box Pulls							
	<u>Service Component</u>							
1	Standard Box, any size	\$ 290.00	\$ 263.24	\$ 335.00	141	\$ 40,890	\$ 37,117	\$ 47,235
2	Compactor Box, any size	\$ 335.00	\$ 356.04	\$ 390.00	74	\$ 24,790	\$ 26,347	\$ 28,860
3	Weekly Standard Roll-Off Box Rental (3)	\$ 30.00	\$ 33.00	\$ 30.00	-	\$ -	\$ -	\$ -
4	Weekly Compactor Roll-Off Box Rental (3)	\$ 150.00	\$ 33.00	\$ 50.00	-	\$ -	\$ -	\$ -
	<u>Disposal/Processing Component</u>							
5	Roll-off Per Ton Trash Disposal Charge	\$ 90.00	\$ 61.16	\$ 69.50	316	\$ 28,440	\$ 19,327	\$ 21,962
6	Roll-off Per Ton Organics Waste Processing Charge	\$ 100.00	\$ 112.50	\$ 85.00	430	\$ 43,000	\$ 48,375	\$ 36,550
7	Roll-off Per Ton Mixed Recyclables Charge	\$ 20.00	\$ 45.87	\$ 65.00	-	\$ -	\$ -	\$ -
8	Subtotal Roll-Off Box Service Rate Revenue					\$ 137,120	\$ 131,166	\$ 134,607
	Temporary Bin Rate				Annual Pulls (CY 2017)			
	2 Cubic Yard Temp Bin							
9	Pull Plus Delivery, 10 day rental	\$ 213.13	\$ 146.30	\$ 164.65	4	\$ 853	\$ 585	\$ 659
10	Each Additional Pull, 10 day rental	\$ 53.48	\$ 88.11	\$ 67.00	-	\$ -	\$ -	\$ -
11	Rent per day beyond 10 days	\$ 2.01	\$ 2.01	\$ 10.05	-	\$ -	\$ -	\$ -
	3 Cubic Yard Temp Bin							
12	Pull Plus Delivery, 10 day rental	\$ 239.47	\$ 164.38	\$ 185.00	116	\$ 27,779	\$ 19,068	\$ 21,460
13	Each Additional Pull, 10 day rental	\$ 79.82	\$ 131.50	\$ 100.00	149	\$ 11,893	\$ 19,594	\$ 14,900
14	Rent per day beyond 10 days	\$ 3.00	\$ 3.00	\$ 15.00	-	\$ -	\$ -	\$ -
	4 Cubic Yard Temp Bin							
15	Pull Plus Delivery, 10 day rental	\$ 265.81	\$ 182.46	\$ 205.35	4	\$ 1,063	\$ 730	\$ 821
16	Each Additional Pull, 10 day rental	\$ 106.17	\$ 174.90	\$ 133.00	1	\$ 106	\$ 175	\$ 133
17	Rent per day beyond 10 days	\$ 3.99	\$ 3.99	\$ 19.95	-	\$ -	\$ -	\$ -
	6 Cubic Yard Temp Bin							
18	Pull Plus Delivery, 10 day rental	\$ 318.50	\$ 218.62	\$ 246.05	2	\$ 637	\$ 437	\$ 492
19	Each Additional Pull, 10 day rental	\$ 159.65	\$ 263.00	\$ 200.00	-	\$ -	\$ -	\$ -
20	Rent per day beyond 10 days	\$ 6.00	\$ 6.00	\$ 30.00	-	\$ -	\$ -	\$ -
21	Subtotal Temporary Bin Service Rate Revenue					\$ 42,331	\$ 40,589	\$ 38,465
22	Total Annual Contractor Rate Revenue					\$ 179,451	\$ 171,755	\$ 173,072
23	Total Annual Contractor Rate Revenue, Rounded					\$ 179,000	\$ 172,000	\$ 173,000

(1) WM provided updated roll-off rates on 10/10/18.

(2) WRT provided updated roll-off rates on 10/15/18.

(3) For permanent roll-off boxes that are not pulled at least 3 times per week.

City of Manhattan Beach
Optional Construction and Demolition Debris Rates (1)

Line	Service Category	Contractor Rates		
		Athens	WM	WRT (2)
	<u>Optional C&D Temp Bin, size: 3 yards</u>			
1	Dump, Delivery & Disposal	\$ 239.47	\$ 188.59	\$ 220.00
2	Additional Dumps	\$ 79.82	\$ 188.59	\$ 100.00
	<u>Optional C&D Roll-Off</u>			
3	C&D Roll-Off Box, size: 25 yards - 40 yards	\$ 290.00	\$ 263.24	\$ 335.00
4	Low Boy C&D Roll-Off Box, size: 10 yards	\$ 290.00	\$ 263.24	\$ 295.00
5	C&D Processing Cost Per Ton	\$ 78.00	\$ 84.10	\$ 72.50

(1) City has the option for hauler to exclusively collect all C&D waste per Section 3.2.6 of the agreement.

(2) WRT provided updated optional C&D roll-off rates on 10/15/18.

Proposer Overview

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS
Athens	City of Industry, CA	Arakelian Enterprises, Inc.	Audited

Experience

PROPOSER	OVERALL EXPERIENCE
Athens	Arakelian Enterprises, Inc., dba Athens Services (Athens), a family-owned business, has been providing waste collection and recycling services in Southern California for over 60 years. Athens cites 30 exclusive municipal agreements throughout the greater Los Angeles area, including the nearby cities of Redondo Beach, Hermosa Beach, and Palos Verdes Estates. Athens owns Material Recovery Facilities in the City of Industry and Sun Valley, and American Organics in Victorville.

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE
Athens	Athens cites automated residential collection experience in the cities of Bell Gardens, Covina, Hermosa Beach, Irwindale, La Cañada Flintridge, Monrovia, Montebello, Monterey Park, Redondo Beach, San Gabriel, Sierra Madre, West Covina, West Hollywood, and Whittier, and the unincorporated areas of the County of Los Angeles of Altadena, Avocado Heights, Hacienda Heights, and Rowland Heights. Cites manual collection experience in the cities of Azusa, Glendora, Palos Verdes Estates, San Marino, South El Monte, South Pasadena, and Temple City.

PROPOSER	BIN COLLECTION EXPERIENCE
Athens	Exclusive commercial service: Cities of Azusa, Bell Gardens, Covina, Glendora, Hermosa Beach, Irwindale, Los Angeles (Harbor, North Central, and West zones), Monrovia, Montebello, Norwalk, Palos Verdes Estates, Redondo Beach, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, West Covina, and West Hollywood. Semi-exclusive commercial service: Cities of La Cañada Flintridge, Monterey Park, and Whittier. Open commercial system: Cities of Burbank, Commerce, El Segundo, Glendale, Long Beach, Montebello, Pasadena, Pomona, Torrance, and Vernon, and the unincorporated areas of the County of Los Angeles of Altadena, Avocado Heights, Hacienda Heights, and Rowland Heights. Athens also serves 19 school districts within Los Angeles County.

PROPOSER	SERVICE TRANSITION EXPERIENCE
Athens	Athens performed hauler transitions in the cities of Norwalk (2018) and Redondo Beach (2011), and the unincorporated areas of the County of Los Angeles of Rowland Heights (2014).

Facilities

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
Athens	Operating Yard – 1301 W 228th St, Torrance Customer Service Office Address – 5355 Vincent Ave, Irwindale Office address for public relations, billing, and franchise administration – 1301 W 228th St, Torrance Executive management – 14048 Valley Blvd, City of Industry Other operating facilities – 15045 Salt Lake Ave, City of Industry (facility will provide roll-off residential and commercial service, until that can be transferred to Athens Torrance facility)

PROPOSER	DISPOSAL SITE
Athens	Mid-Valley Landfill – 2390 Alder Ave, Rialto – Currently \$31.26/ton (included in rate from Athens City of Industry MRF rate of \$90.00/ton)

PROPOSER	TRANSFER FACILITIES
Athens	<u>Athens City of Industry MRF</u> - 14048 Valley Blvd, City of Industry - @\$90.00/ton Owned and operated by Athens.

PROPOSER	MIXED WASTE PROCESSING FACILITIES
Athens	<u>Athens City of Industry MRF</u> - 14048 Valley Blvd, City of Industry - @\$90.00 to \$105.00/ton Owned and operated by Athens. Estimated diversion rate for commercial mixed waste: 20%

PROPOSER	COMMINGLED RECYCLABLES PROCESSING
Athens	<u>Athens City of Industry MRF</u> - 14048 Valley Blvd, City of Industry - @\$45.00 to \$60.00/ton, contaminated loads are subject to higher charge Owned and operated by Athens. Estimated diversion rate for residential source-separated recyclables: 80% <u>Potential Industries</u> - 922 East E St, Wilmington @\$20.00/ton, contaminated loads are subject to higher charge Estimated diversion rate for residential source-separated recyclables: 100% (Diversion rate assumed by Athens. Potential Diversion has not reported contamination or diversion rate to Athens.)

PROPOSER	RESIDENTIAL GREEN WASTE FACILITIES/USES
Athens	<u>Athens City of Industry MRF</u> - 14048 Valley Blvd, City of Industry - @\$80.00 to \$95.00/ton, contaminated loads are subject to higher charge Owned and operated by Athens. Estimated diversion rate for green waste: 70%

PROPOSER	ORGANICS WASTE FACILITIES/USES
Athens	<u>Athens City of Industry MRF</u> - 14048 Valley Blvd, City of Industry - @\$90.00 to \$105.00/ton, contaminated loads are subject to higher charge Owned and operated by Athens. Estimated diversion rate for organics waste: 70% <u>American Organics</u> – 20055 Shay Road, Victorville – Processing cost included in rate at Athens City of Industry MRF Owned and operated by Athens. Leased from Victorville Wastewater Reclamation Authority. Land lease guaranteed until 12/1/2041. Estimated diversion rate for organics waste: 70% Organics material is processed to make compost blends.

PROPOSER	CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES
Athens	<u>Crown Recycling Services</u> – 9147 De Garmo Ave, Los Angeles @\$65.00/ton Operated by Crown, owned by Arakelian family. Estimated diversion rate for C&D material: 85%

PROPOSER	WASTE-TO-ENERGY FACILITIES
Athens	<u>Southeast Resource Recovery Facility (S.E.R.R.F) operating as Covanta Long Beach Renewable Energy</u> – 120 Pier S Ave., Long Beach @ \$75.00/ton Estimated diversion rate for transformation: 100%

Customer Service/Call Center Procedures

PROPOSER	PLAN
Athens	Customer calls will be answered by customer service representatives (CSRs) at the regional customer service center in Commerce, California, open Monday through Friday, from 7:00 a.m. to 5:00 p.m., and from 7:00 a.m. to noon on Saturdays, exclusive of holidays. CSRs are fluent in English and Spanish, and have the ability to conference in a 175-language translation service if needed. Incoming calls will be answered by a live agent within an average of 30 seconds. Hold times (time that passes once the automated system places the call in queue) will not exceed 60 seconds. The abandon call rate is determined by dividing the number of abandoned calls by the number of calls received. Athens’ average abandon call rate is 1.4%, and stated the industry standard is 3%. Athens’ Voice over Internet Protocol (VoIP) phone system, InContact tracks every live call, chat, email, and voice message and assigns an ID to every transaction. If the customer’s question requires a follow-up, a work order is generated. Athens strives to resolve complaints within 24 hours, except in cases where customer cannot be reached or requires further research or coordination for proper resolution of the case.

Equipment

PROPOSER	COLLECTION VEHICLES AND TRACKING SYSTEMS
Athens	New AutoCar CNG route vehicles: • 7 Residential Side-Loader • 3 Commercial Front-Loader • 1 Rear Loader Large And 1 Rear Loader Small and 1 Ford Pickup (both diesel)

PROPOSER	COLLECTION VEHICLE TRACKING SYSTEM
Athens	Athens uses 3rd Eye Digital as their vehicle tracking system, which consists of an on-board camera system that verifies service collection and video validation of overfilled containers. Although real-time access is not available, City may request verification service or accident footage on a case-by-case basis.

Carts

PROPOSER	CARTS
Athens	Manufacturer: Rehrig-Pacific Injection-molded or rotationally-molded carts. Will be available in 21, 35, 65, and 95-gallon sizes pending City approval. Athens plans to use side-loader vehicles for collection of carts. The 21-gallon cart is approximately 33" tall, 20" wide, 18" deep, with a capacity of 74 lbs.

Residential Door-to-Door HHW Program

PROPOSER	DOOR-TO-DOOR HHW PROGRAM
Athens	Athens will provide an unlimited door-to-door HHW program for all single family and multi-family cart and bin customers. Athens included list of materials to be collected, which complies with Section 3.6.8 of the draft agreement. Athens will provide residential customers with a number to call to schedule an appointment for the collection of HHW. Athens will also distribute a "how to" brochure outlining the details of the HHW collection program. The HHW program Information will also be included in the electronic guide for distribution through the City's website.

Processing of Mixed Waste

PROPOSER	MIXED WASTE PROCESSING
Athens	Athens proposes to use the Athens City of Industry MRF to process mixed commercial waste. The facility has maintained in excess of a 20% diversion rate for the last twelve months. In an effort to maximize commercial recycling, Athens will offer source-separated recycling. In areas where space is limited, Athens will offer recycling carts. Where space does not permit an additional container, Athens will collect and process mixed waste to recover recyclable materials from the waste stream. Commercial bin and permanent roll-off box customers who do not participate in a source-separated recycling program will also have their collected materials processed to recover recyclable materials. Athens will also collect and process all mixed waste collected from the City's street and park litter containers as necessary. Athens will process all waste from all City-owned and managed events at no additional cost.

Organic Waste Recycling Program

PROPOSER	RESIDENTIAL ORGANICS COLLECTION
Athens	Athens will provide 65-gallon green cart for the collection of organics. Bags are not allowed. Athens will provide ongoing outreach and education to residential customers regarding the organics program, such as how to dispose food waste and food waste contamination policies. Outreach will include a "how-to" brochure covering the City's entire waste program, including the residential sector. Athens will also host several meetings in the City as part of transition outreach. After the transition period, Athens will conduct regular, outgoing outreach in the City, utilizing website, brochures, quarterly notices, etc.

PROPOSER	COMMERCIAL ORGANICS COLLECTION
Athens	Athens will confirm all existing accounts that have previously been identified as AB 1826 candidates are correct. Athens will inspect commercial and multi-family sites that have potential for organics collection. Athens will then meet with businesses and talk to account holder in order to create a detailed operational plan for collecting organics. Athens will offer 35 and 65-gallon organics carts. In Athens experience, 95-gallon organics carts become too heavy for the containers to hold. Athens will also offer 1 and 2 cubic yard organics bins. Athens will offer commercial customers, for purchase, an in-house 23-gallon organics container (slim-jim), at a cost of \$35.00 each. Athens can accept green waste, food scraps, food soiled paper, and 100% compostable serving-ware and container packaging. Goopy, sticky, and/or oily food is allowed. Athens also provided a list of materials that cannot be accepted for organics diversion, including compostable bio-plastic and non-compostable food packaging, any biodegradable plastics, coffee pods, jugs, soda/juice bottles, styrofoam egg cartons, animal waste, etc. Organics material including food scraps and green waste will be taken to the Athens City of Industry MRF for initial sorting. The facility has a dedicated food waste line to process and remove contaminants from organics before being delivered to the compost facility American Organics in Victorville. American Organics' permitted capacity is 700 tons per day of organic material. American Organics makes blends of compost. Athens will train customer employees (servers, food preparers, hospitality, maintenance, property managers, etc.)

	using an approach that accommodated employee turnover and multiple shifts. Athens will implement free, in-house, bilingual trainings with staff, and follow-up/monitoring to ensure successful participation. Athens will commit to providing two annual community workshops to the business community regarding organic waste reduction, recovery and collection of businesses. Workshops will be available for residents, community organizations, civic groups, business groups, and others. Athens will provide organics services (35 and 65-gallon carts) to all City facilities and all schools located within the City limits at no additional charge.
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Food Rescue and Donation Program

PROPOSER	FOOD RESCUE AND DONATION PROGRAM
Athens	Athens proposes a four-part integrated system for food rescue and donation: 1. <u>Support of Food Recovery Non-Profits</u> – Athens will collaborate with food recovery non-profits and financially support the collection and distribution of edible food directly from businesses within the City. 2. <u>Food Recovery Program Infrastructure Advancement Grant</u> – Athens will develop a grant program for non-profit organizations to help fund the development of infrastructure to increase food recovery opportunities including, but not limited to purchasing of appliances, kitchen supplies, and transportation. 3. <u>In-Kind Service Support</u> – Athens will evaluate potential in-kind services including, but not limited to, covering the cost of organics collection for those food recipient nonprofits that fall under AB 1826 and SB 1383 regulations, and are located outside of the City, provided that the recipients of those services are residents of Manhattan Beach. 4. <u>Athens’ Internal Program Outreach and Education</u> – Athens staff will be instructed on how to identify food recovery opportunities at Manhattan Beach businesses, address concerns, encourage participation by connecting with Athens’ food recovery partners, and track potential participants for future outreach. Athens will provide up to \$40,000 per year, which will be distributed among the food recovery non-profits and the Food Recovery Program Infrastructure Advancement Grant, depending upon the needs identified in consultation with the City.

Minimum Diversion Rate

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
Athens	50%, assuming SERRF (waste-to-energy) continues to be a viable recovery source. Athens proposes to send approximately 10% of total hauler collected waste to SERRF for transformation credit.

Downtown Maintenance Enhancements

PROPOSER	DOWNTOWN MAINTENANCE ENHANCEMENTS
Athens	Athens will have a two-person team operate a small rear loader, or “burro” truck to collect refuse and recyclables in the downtown area after major events, during evenings and weekends, and during the summer, as needed at the City’s request. The burro truck will also be used to provide collection service to the seven hard-to-access homes on 13th Place Alley (see Athens’ Section 7 Transition Plan). The cost of providing this enhanced service is \$150.00 per hour for a two-person truck, with a \$98 per ton disposal fee, for additional work that the City may request Athens to perform outside of the scope of work of the scheduled refuse collection services in the RFP.

Public Outreach Efforts

PROPOSER	PUBLIC OUTREACH EFFORTS
Athens	Athens commits to the following outreach hours as outlined in the draft agreement: • Section 4.3.6 Multi-Family Recycling Outreach Program – Minimum of 400 hours. • Section 4.3.7 Commercial Outreach Recognition Program – Minimum of 600 hours • Section 4.3.8 School Zero Waste Outreach Program – No minimum hour commitment stated. Minimum of 500 hours • Section 4.3.9 Mandatory Compliance and Outreach for State Regulations – Minimum of 400 hours Athens will prepare an annual public education plan and obtain approval from the City. Athens will meet at least quarterly with City staff to discuss all outreach materials and implementation of the outreach strategy. Athens will provide ongoing outreach, including city council updates, article and press release assistance, hauler website updates, social media, and semi-annual brochures. Athens’ representatives will regularly visit civic groups, school assemblies, homeowners and business associations, multi-family complexes and businesses to promote and explain Athens’ services, recycling efforts, and other City contract programs. Athens will participate and promote recycling at community events. Athens will develop a backyard composting outreach and education program. Athens will conduct five annual, one-hour backyard composting classes. Athens will conduct outreach for Mandatory Commercial Recycling (AB 341), Mandatory Commercial Organics Recycling (AB 1826) and control of short-lived climate pollutants (SB 1383), which will be achieved through various presentations, site visits, and customer meetings throughout the duration of the contract.

Recyclable Materials

PROPOSER	RECYCLABLE MATERIALS
Athens	List of allowed materials in recyclables containers (updated by Athens on 11/20/18): • aluminum cans • glass jars and bottles • steel, bi-metal, and tin cans • empty aerosol containers • PET plastic bottles with the symbol #1 • HDPE plastic bottles with the symbol #2 • PP plastic with the symbol #5 • plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable) • juice boxes and milk cartons (aseptic packaging, Tetra Pak© and waxed cardboard) • scrap metal, coat hangers and metal foil • newspaper and mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper) • corrugated cardboard • telephone books Note: Athens states there is no market for plastics types #3, #4, and #7, and very little market for type #6. Materials not to be placed in recyclables containers: • Plastic #6 (polystyrene) • PLA plastic (polylactic acid) – Commonly used for 3-D printers • Styrofoam • Plastic bags

PROPOSER	ADDITIONAL RECYCLABLE MATERIALS
Athens	• <u>City Staff Programs</u>: Athens will participate in beach cleanups and provide composting classes. Athens will provide give-away items and other materials to assist the City in having successful events. • <u>Plastic Bags/Film</u>: Athens will establish a drop-off procedure and provide an in-store container for plastic bag and film at a minimum of two grocery store locations within the City. Athens will provide a 3-yard bin for plastic collection and 2-yard bin for film collection, both with a locked lid, at each location. Once the bins are full, Athens will transport to their Athens MRF for collection by a third-party recycling company. • <u>Shred Event</u>: Athens will host a community shred event for a minimum of three hours, twice per year. • <u>Synthetic Carpet Collection</u>: Athens will supply a container, at a location mutually agreed upon by Athens and the City, to hold collected carpet. Customers will contact Athens Customer service to request carpet pickup, which would occur on their next regularly scheduled service day. An Athens representative will pick up the carpet material and transport it to the container. • <u>Donation Box</u>: Athens will provide a storage box at a City facility for customers to drop off still usable items for donation. • <u>Textiles/Clothing</u>: Athens will establish a take-back and/or drop-off system for residents and businesses to donate garments and other textiles for reuse and recycling. • <u>Take-back Program Assistance</u>: Athens will promote and inform customers which pharmacies accept unwanted medication (Unwanted Medication Program) and which location throughout the City accept batteries (Battery Recycling Program). • <u>Sharps Containers</u>: Athens will offer a mail-back sharps program (unlimited kits annually) for Manhattan Beach residents.

Recyclables Commodities Revenue Sharing

PROPOSER	RECYCLABLE COMMODITIES REVENUE SHARING
Athens	After the Oct. 1, 2018 proposer interview, Athens proposed remitting 50% of net recycling revenue from sale of commodities to City. The net recycling revenue from the sale of commodities shall be defined as the net selling price of the processed commodities, less the cost of processing, contamination, disposing post-processing residual waste, transporting commodities to markets, and transporting residuals to disposal. Commodities shall not include Construction and Demolition material nor Organics material.

Additional Proposal Requirements

PROPOSER	ANTI-SCAVENGING EFFORTS
Athens	Athens believes the best anti-scampering program is a two-cart system (Trash and Organics). In the absence of a two-cart system, Athens recommends partnering with law enforcement and Neighborhood Watch captains.

PROPOSER	COMMUNITY SUPPORT
Athens	Athens supports 21 Chambers of Commerce within Los Angeles County, including Manhattan Beach Chamber of Commerce. Athens also supports 8 educational foundations, 14 police associations, and various community organizations within Los Angeles County.

Proposed Exceptions to Franchise Agreement

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN	ACTION
Athens	2	Athens proposes two exceptions: 1. <u>Section 3.1.3.1 Bin Services</u> – As an alternative to split bins, Athens proposes to offer commercial businesses source-separated recycling cart services for locations with limited space. For customers with no additional space for another receptacle, Athens proposes to process the waste at its material recovery facility located in City of Industry. 2. <u>Section 5.5 Extraordinary Adjustments</u> – Athens would like to include the following changes to the section in order to account for uncontrollable and unforeseeable changes in costs: “Company may request an adjustment to maximum rates at reasonable times other than that allowed under Section 5.3 and 5.4 of this Agreement in the event of extraordinary changes in the cost of providing service under this Agreement, including but not limited to, material changes in laws and regulations, market value of Recyclables, and processing costs for Recyclables and Organics Waste... Company is expected to comply with SCAQMD regulations and other federal, state, and local laws and regulations that may be enacted during the term of this Agreement, with no additional compensation. No adjustments may be made for such changes as a change in the market value of Recyclables, or processing costs for Recyclables and Organics Waste, from the values assumed by Company... or the implementation of discontinuation of mandatory Recycling requirements. City shall review Company’s request and, in City’s sole judgment and absolute discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Notwithstanding the foregoing, City’s approval for any extraordinary rate adjustment requested by the Company shall not be unreasonably withheld.”	Included in agreement. City removed “changes in market value of recyclables, processing costs for recyclables and organic waste, the values assumed by company” and “implementation or discontinuation of mandatory recycling requirements” from list of non-acceptable extraordinary adjustments. City maintains discretion as to whether an extraordinary adjustment will be made.

Legal Disclosures

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
Athens	10	1. <u>Apartment Owners Association of California, Inc. et. al vs. Arakelian Enterprises (2018)</u> – Class action alleging violation of Unfair Competition Law. Alleges five haulers (including Athens) misrepresented cost information to the City of Los Angeles in order to procure exclusive franchise agreements that set anti-competitive rates for collection services. On September 24, 2018, the haulers jointly filed seeking dismissal of entire action. Court hearing scheduled for November 16, 2018. 2. <u>City of Montebello vs. All Persons Interested in Matter (2018)</u> – The City of Montebello seeks declaratory relief to authorize the City to issue a Request for Proposals to award, through competitive bidding, an exclusive contract to provide residential solid waste hauling services in the City. For many years, Athens has provided residential waste hauling services to the City pursuant to a written agreement. The parties disagree as to the ongoing validity, and term, of the written agreement and the City seeks judicial intervention to resolve the dispute. This matter is pending. 3. <u>City of Baldwin Park vs. City of Irwindale et. al (2016)</u> – Administrative mandamus; pending. In July 2016, Waste Management and the City of Baldwin Park filed separate actions against the City of Irwindale and related city agencies as respondents, and Athens Services as a real party in interest, for alleged violations of the California Environmental Quality Act (CEQA). The actions, which have been consolidated by the Court, arise out of Irwindale’s approval of a disposition and development agreement between Irwindale and Athens and an environmental impact report (EIR) prepared for Athens’ proposed Materials Recovery Facility and Transfer Station. Baldwin Park’s case includes related claims for purported violations of the California Constitution, the Planning and Zoning Law and Irwindale’s Municipal Code, and for declaratory relief. In November 2017, petitioners filed separate additional actions against Irwindale challenging its approval of an addendum to the EIR. Petitioners are requesting that the Court set aside the MRF project approvals. A trial date in the consolidated cases is set for Feb. 14, 2019. 4. <u>Arakelian Enterprises vs. City of Montebello (2013)</u> - This case was a companion case to Torres VS. City of Montebello (see below) and sought an administrative writ compelling the Mayor of Montebello to sign a contract he refused to sign, even though the City Council voted 3-2 to approve the contract. The Mayor Pro-Tem signed the contract. The writ was denied and this case is closed. 5. <u>Wiese, et al (City of Monterey Park) vs. Athens Disposal (2013)</u> – This case was a Motor Vehicle Accident between an Athens employee and a Monterey Park City Employee, both on duty. The case was handled by our insurance company, settled, and all claims were paid in full. Case closed. 6. <u>City of Riverside vs. Arakelian Enterprises, et al (2012)</u> – This case was an eminent domain case during the redevelopment phase of local city government where the City of Riverside redeveloped an area that had an adverse effect on a piece of property owned by Athens in Riverside. The City offered money to settle the eminent domain case and this was a mutual procedural case between the City and Athens to resolve the fact Riverside needed the property to redevelop. Case closed. 7. <u>Torres vs. City of Montebello et al (Arakelian Enterprises Inc.) (2012)</u> – This case involved a citizen suing the City of Montebello where Athens became a third party of interest because the citizen (Torres) was suing the city (Montebello) for entering into an exclusive contract with Athens. It was later found that the citizen (Torres) was backed and funded by several small haulers in the Montebello and San Gabriel Valley region. The small haulers were upset that the city council voted 3-2 to give Athens the exclusive contract right, and gave notice to the other multiple haulers to cease waste hauling activities in a period of time. Torres sued on many counts. The final ruling was procedural; because the Mayor refused to sign the contract (he was on the losing end of the 3-2) the Mayor-Pro-Tem signed. The court ruled the Mayor must sign all contracts when present. Since the Mayor refused to sign the contract the contract was deemed unenforceable. Case closed. 8. <u>City of Montebello vs. Vasquez (2012)</u> – This case was between the city and three former city council members and one city administrator. The city claimed these aforementioned individuals

Athens (cont.)		were involved in conflict of interest campaign behaviors that led to a 3-2 vote for awarding a contract. Since this involved the Athens contract we were again a third party of interest. The case went to the Supreme Court on appeal and the Supreme Court sent the case back to Appellate court which made a ruling on December 21, 2016 in favor of the former city council members and the city administrator upholding an Anti-SLAPP motion. The result of the case was a judgment in favor of the former city council members, against the City of Montebello, and therefore in favor of rejecting any notion of a conflict of interest or wrong doing by Athens Services or the former city council members. 9. <u>Arakelian Enterprises vs. South Coast Air Quality Management District (2009)</u> – The Athens Materials Recovery Facility had been the subject of odor complaints with the South Coast Air Quality Management District (SCAQMD), a political subdivision of the State of California, pursuant to which the SCAQMD Hearing Board signed an abatement order against Athens on July 24, 2008. In response, Athens filed a petition for preemptory writ against the Hearing Board (Case No. BS116043) with the Los Angeles Superior Court on July 25, 2008, which was denied. 10. <u>State of California vs. Arakelian Enterprises, Inc. (2009)</u> –SCAQMD filed a complaint for civil penalties and preliminary and permanent injunction against Athens (Case No. KC053685) in Los Angeles Superior Court on August 21, 2008. A settlement agreement on all issues with the SCAQMD was executed on January 21, 2009, wherein Athens agreed to a civil penalty and to enclose the facility and install a state-of-the-art ventilation and filtration system. The facility continues to operate in full compliance with SCAQMD.
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Unique Proposal Features

Athens	
1. 2. 3.	<u>Extra Compost</u> – Athens would like to offer the City free compost (100-cubic yards annually) for use in their parks, parkways, and other areas for beautification. <u>10% Discount to Active Military, Sheriff, and Firefighter Personnel</u> – Athens will off 10% discount of monthly fees and billing to active military, Manhattan Beach police personnel and Manhattan Beach firefighters. (City of Manhattan Beach has noted that it does not allow discounts for a specific user group to any Prop-218 related service, including trash service, and thus the discount was not included in the negotiated agreement.) <u>Compost Giveaway Program and Community Event</u> – Athens will offer a compost giveaway program to local organizations, community gardens, school hardens, nonprofits, City events, and beautification projects, free of charge. Athens will work with the City to provide at least one community-based, compost giveaway per year at no charge to the City. Residents will be able to fill up their own containers with compost on a first-come, first-served basis.

Proposer Overview

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS
WM	Houston, TX	Waste Management, Inc.	Audited, Reviewed, and Compiled

Experience

PROPOSER	OVERALL EXPERIENCE
WM	USA Waste of California, Inc. (Waste Management) is wholly owned by Waste Management, Inc.(WM), the largest solid waste service provider in North America. The parent company owns and operates landfills and processing/transfer facilities, and throughout the country. WM has provided solid waste collection and recycling services to jurisdictions in Los Angeles County and surrounding areas for over 40 years. As the incumbent hauler, WM has served the City of Manhattan Beach for over 30 years. WM cites 18 exclusive municipal agreements throughout the greater Los Angeles area, and an additional 34 exclusive municipal agreements within Southern California. WM also owns the Antelope Valley Recycling and Disposal Facility, Azusa Transfer Station, and two C&D recycling facilities.

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES COUNTY REGION
WM	WM cites automated residential collection experience in the cities of Agoura Hills, Arcadia, Baldwin Park, Calabasas, Carson, Hidden Hills, La Verne, Lancaster, Long Beach, Malibu, Manhattan Beach, Palmdale, Rolling Hills Estates, San Dimas, Santa Clarita, South Gate, Westlake Village, and Whittier, and the County of Los Angeles.

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES COUNTY REGION
WM	WM provides exclusive commercial collection service in the cities of Baldwin Park, Calabasas, Hidden Hills, La Verne, Lancaster, Manhattan Beach, Palmdale, Rolling Hills Estates, San Dimas, South Gate, and County of Los Angeles. WM provides commercial collection service through non-exclusive franchises in the cities of Arcadia, Carson, and Santa Clarita. WM provides non-exclusive, non-franchise commercial collection service in the cities of Long Beach, Malibu, Pasadena, Pomona, Torrance, and Westlake Village.

PROPOSER	SERVICE TRANSITION EXPERIENCE
WM	WM performed hauler transitions in the cities such as California City, Ridgecrest, Selma, and Tehachapi (2017).

Facilities

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
WM	Operating Yard – Long Beach Hauling, 1970 E. 213th St, Long Beach Back-up Hauling Operation – Compton Hauling, 407 E. El Segundo Blvd, Compton Customer Service Office Address – 5701 Eastern Ave, Suite 300, Commerce Public Relations Office Address – 1970 E. 213th St, Long Beach Billing – 2625 W. Grandview Rd, Phoenix, AZ

PROPOSER	DISPOSAL SITE
WM	<u>El Sobrante Landfill</u> – 10910 Dawson Canyon Rd, Corona - @\$34.45/ton Owned and operated by WM. Back-up Disposal Facilities: <u>Simi Valley Landfill & Recycling Center</u> – 2801 Madera Rd, Simi Valley - @\$53.70/ton Owned and operated by WM. <u>Antelope Valley Landfill</u> – 1200 W. City Ranch Road, Palmdale - @\$38.00/ton Owned and operated by WM.

PROPOSER	TRANSFER FACILITIES
WM	<u>Carson Transfer Station</u> – 321 W Francisco St, Carson - @\$66.50/ton Owned and operated by WM. Back-up Transfer Station: <u>South Gate Transfer Station</u> – 4489 Ardine St, South Gate - @\$66.50/ton Owned and operated by WM.

PROPOSER	MIXED WASTE PROCESSING FACILITIES
WM	<u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - @\$51.93/ton (processing fee only, does not include transfer costs) Owned and operated by WM. Estimated diversion rate for mixed waste: 85% (assumes mixed waste sent for processing will have no more than 25% residual upon collection on route).

PROPOSER	COMMINGLED RECYCLABLES PROCESSING
WM	<u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - @\$51.93/ton Owned and operated by WM. Estimated diversion rate for commingled recyclables: 85% Back-up Recyclables Back-up Facility: <u>Pico Rivera Recycling Center</u> - 8405 Lock Lomond Drive, Pico Rivera - @ \$104.21/ton (Processing fee only. Net costs and net revenue adjust depending upon market conditions.) Owned and operated by WM. Estimated diversion rate for commingled recyclables: 75% <u>Sun Valley Recycling Park</u> – 9227 Tujunga Ave, Sun Valley – Price TBD, upon completion of facility. The Sun Valley Recycling Park will be a 105,000 sq. ft. facility permitted for 4,000 tons per day (tpd) of MSW processing and transfer. The MSW processing will include approximately 600 tpd organics processing capabilities using Anaergia’s OREX technology. In addition, the facility will be permitted for 1,000 tpd of Recyclables processing. It is currently in construction and is projected to be operational in Q4 2019 or Q1 2020. Owned and operated by WM. Estimated diversion rate for commingled recyclables: 80% WM will provide quarterly rebates as credits to the accounts or invoices of MB customers when the per ton market value of collected recyclable material averages more than \$90 per ton on a quarterly basis. One half of the total amount of the collected recyclable material value above \$90 per ton will be allocated respectively by weight between the Residential and Commercial Customer bases. The allocated rebates/credits to the Residential Customers would be distributed evenly across the Residential Customer segment. Commercial Customer rebates would be distributed per Customer according to the level of recycling service received monthly.

PROPOSER	RESIDENTIAL GREEN WASTE FACILITIES/USES
WM	<u>Sun Valley Recycling Park</u> – 9227 Tujunga Ave, Sun Valley - @\$40.18/ton Owned and operated by WM. Estimated diversion rate for green waste: 85% Back-up Facility: <u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - @\$46.87/ton Owned and operated by WM. Estimated diversion rate for green waste: 85% <u>Simi Valley Landfill</u> – 2801 Madera Rd, Simi Valley - @\$50.47/ton Owned and operated by WM. Estimated diversion rate for green waste: 85% Green material processed at all WM sites proposed is used for composting and direct land application (mulch) as agricultural soil amendment and soil erosion mitigation.

PROPOSER	COMMERCIAL ORGANICS WASTE FACILITIES/USES
WM	<u>Orange CORE</u> - 2050 N. Glassell St, Orange- @\$112.50/ton Owned and operated by WM. Food waste is processed into an organic slurry and it sent to the Joint Water Pollution Control Plant (JWPCP) in Carson where it is digested to produce biogas (methane). Estimated diversion rate for organics waste: 90% Currently, WM has enough surplus capacity at the Orange CORE to accept all currently collected Manhattan Beach Commercial Organics, 700+ tons per year, and an additional 1,000 tons per year. We are reserving the capacity for Manhattan Beach pending the outcome of this RFP process. If WM is selected, we will provide the City with a guarantee to handle all of the Commercial Organics WM collects under the franchise. The CORE accepts all food materials, including fatty, oily and greasy foods.

PROPOSER	RESIDENTIAL ORGANICS WASTE FACILITIES/USES
WM	<u>Agromin</u> - 8100 Chino-Corona Rd., Chino - @\$50.62/ton Owned and operated by Agromin Chino. Estimated diversion rate for organics waste: 90% Organics waste is turned into compost. Agromin-Chino has committed to accepting up to 50 tons per day of Manhattan Beach Residential Greenwaste/Organics material. Currently, the City produces an average of less than 20 tons per day. Back-up Facility: <u>Orange CORE</u> - 2050 N. Glassell St, Orange - @\$112.50/ton Owned and operated by WM. Estimated diversion rate for organics waste: 90% Food waste is processed into an organic slurry and it sent to the Joint Water Pollution Control Plant (JWPCP) in Carson where it is digested to produce biogas (methane).

PROPOSER	CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES
WM	<u>Downtown Diversion</u> – 2424 East Olympic Blvd, Bldg 3, Los Angeles - @\$70.09/ton (includes transport and processing) Estimated diversion rate for C&D material: 75% Back-up Facility: <u>East Valley Diversion</u> – 11616 Sheldon St, Sun Valley - @\$70.09/ton (includes transport and processing) Estimated diversion rate for C&D material: 75% Both locations owned and operated by WM.

PROPOSER	WASTE-TO-ENERGY FACILITIES
WM	<u>SERRF</u> – 120 Pier S Ave., Long Beach Estimated diversion rate for waste-to-energy is 100% up to 10% of City's entire diversion. To maintain overall City diversion, SERRF will continue to be an option until diversion targets are achieved through other means. WM will confer with City prior to ceasing use of SERRF altogether.

Customer Service/Call Center Procedures

PROPOSER	PLAN
WM	Customer calls will be answered by customer service reps at the regional customer service center in Commerce, California, open Monday through Friday, from 8:00 a.m. to 5:00 p.m., and closed on six holidays per year. Customer contacts, including requests for service, change of status, change of service, status of service, complaints and compliments, are tracked through a ticket system. Each ticket requires closure upon completion of requested action and/or resolution. Local management and teams monitor the status of all tickets to ensure timely service completion. If an issue requires immediate attention, a case is created in the system followed with email or telephone call to local manager or driver supervisor. If a repeat issue occurs within two months, the operations management team is alerted that a recurring problem exists. WM will use Green Pages, a web-based Knowledge Management Tool, to track contract information and details on services available to Manhattan Beach customers. The local government liaison will work with the City of Manhattan Beach to customize pages within Green Pages that include local, contract-specific information such as available services, rates, collection schedules, maps, special events, and activities. Green Pages will be accessible to all WM customer service representatives nationwide. WM provides a ten-week training program for new customer service representatives. Average Speed of Answer by live representative: Less than 45 seconds. Call Abandon Rate: Less than 5% of callers disconnect. Average Call Handle Time: 5 minutes, 30 seconds.

Equipment

PROPOSER	COLLECTION VEHICLES
WM	AutoCar or Peterbilt route vehicles with LNG or CNG for: • Cart • Bin • Roll-off Autocar or F550 Rear-Loader with Diesel or CNG (for Bulky Item Pickups and Sand Section) And Ford or Freightliner Diesel flatbed vehicles All vehicles will be less than 10 years old.

PROPOSER	COLLECTION VEHICLE TRACKING SYSTEM
WM	Key technologies on Manhattan Beach collection vehicles include the following: • eRouteLogistics – Mapping and routing software system used to develop and modify routes • Plan Versus Actual (PVA) Technology – Software that plots planned route versus actual route status • Onboard Computer System (OCS) – Onboard (truck/driver) tablets with GPS technology that capture route data in real-time. PVA Technology gathers data to track how closely each driver follows their route, where delays of more than ten minutes occur, and each time the driver has to deviate from the planned route. Route information is shared with customer call center. • Onboard Computer System Dispatch (OCSD) – In-office software connecting dispatch and route management to driver OCS • DriveCam – Palm-sized digital video event recorder mounted on the windshield of collection vehicles WM states the above information is available to the City in real-time or upon request dependent on the technology requested. Using WM.com, Manhattan Beach customers can view the estimated time of service based on the current location of the collection vehicle. – This feature is available to Manhattan Beach Commercial Customers only, at this time.

Carts

PROPOSER	CARTS
WM	Manufacturer: Otto 30% recycled content. Injection-molded carts. Sizes: 95, 65, 32, and 25 gallon carts. Cart provider does not offer 20-gallon carts. Ten year warranty on all new carts. WM's proposal proposes the use of existing carts, and anticipates a replacement of up to 25% of carts currently in use immediately. Thereafter, WM proposes to replace in-place carts with new carts as they reach the end of their useful life. All cart replacements will be in compliance with the design standard as set in the agreement.

Residential Door-to-Door HHW Collection Program

PROPOSER	DOOR-TO-DOOR HHW COLLECTION PROGRAM
WM	WM described the procedures of the collection program: 1. Resident initiates collection 2. Collection is scheduled 3. Packaging – A collection kit (plastic bag, bag tie, survey card, labels, and instruction sheet) will be sent via mail or other method to resident. 4. Collection 5. Transport WM provided list of eligible and non-eligible materials to be collected under the door-to-door HHW collection program. Ineligible materials include medicines/pharmaceuticals.

Processing of Mixed Waste

PROPOSER	MIXED WASTE PROCESSING
WM	WM plans to use Azusa Recycling Park for processing of mixed waste. While WM did not provide the estimated recovery rate from mixed waste processing from Azusa Recycling Park, WM reports mixed waste processing is widely known to yield recovery rates of no more than 8% to 15%.

Organic Waste Recycling Program

PROPOSER	RESIDENTIAL ORGANICS COLLECTION
WM	WM is proposing to continue providing weekly collection of Residential Organic Waste. Under the new contract, residents will be able to discard Food Waste in the container they currently use for Green Waste service without the need to place Food Waste in bags. WM will provide smaller, larger, or additional Organics containers upon request. WM will make kitchen Food Waste pails available upon Resident request. Collected Organics will be delivered to Carson Transfer Station where it will receive initial contaminant removal as needed, then transported to the Agromin facility in Chino for composting. Agromin-Chino has committed to accepting up to 50 tons per day of Manhattan Beach Residential Greenwaste/Organics material. Currently, the City produces an average of less than 20 tons per day. WM's proposal for Residential Food Waste program eliminates the need to bag food and will allow Residents to add loose Food Waste to their Green Waste cart. Fatty, oily and greasy foods are allowed.

PROPOSER	COMMERCIAL ORGANICS COLLECTION
WM	WM proposes to provide 65-gal, 95-gal, and 2 yd organics containers, however, WM states that based on experience, most businesses in Manhattan Beach do not have room for an additional bin for Food Waste. WM will also make the purchase of in-house Organics containers available to all Commercial Customers who request it. Commercial Organics will be delivered directly to WM's CORE facility in Orange. CORE system can accept all commercial food waste including meat, dairy, eggs, fish, fruits, vegetables, coffee grounds, and bakery items. Food waste is processed into an organic slurry and it sent to the Joint Water Pollution Control Plant (JWPCP) in Carson where it is digested to produce biogas (methane). The CORE accepts all food materials, including fatty, oily and greasy foods. WM will provide commercial organics slim-jim containers are available in the following size options/pricing; 16 gallon- \$28.04 20 gallon- \$28.61 23 gallon- \$29.19 32 gallon- \$41.77 There are several different lid options for an additional cost; vented lift lid which also has an air filter or a solid lift lid. Solid lift lids/unit for solid 16, 20, 23 gallon lids is \$28.61, and \$33.19 for solid lid 32-gallon. The price/unit for vented lids 16, 20, 23 gallon is \$29.76, and \$34.33 for vented 32-gallon.

Food Rescue and Donation Program

PROPOSER	FOOD RESCUE AND DONATION PROGRAM
WM	In preparation for SB 1383, WM’s partner Grades of Green has worked with local Manhattan Beach elementary schools to establish food rescue and donation practices to divert otherwise thrown away food to a donation program. WM will continue to support the Grades of Green food donation program and work with the City, food rescue organizations, local businesses and community partners to expand and enhance food rescue and donation programs in the City. In an effort to increase food rescue efforts in the City of Manhattan Beach, Waste Management will approach food waste several ways; WM will work with food generating establishments to capture any currently unreported donation efforts, create educational outreach material to foodservice sales representatives and food generating establishments, add information on food non-profits on the dedicated Manhattan Beach WM website and lastly make a financial contribution to food rescue and donation efforts not to exceed \$5,000 annually. In addition to current efforts at local schools, WM proposes to host a pantry collection event annually at a date/time as determined by the City of Manhattan Beach.

Minimum Diversion Rate

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
WM	46%, with a “stretch goal” of 50%. No liquidated damages apply to stretch goal.

Downtown Maintenance Enhancements

PROPOSER	DOWNTOWN MAINTENANCE ENHANCEMENTS
WM	WM proposes to establish a Working Group comprised of stakeholders, including various City Departments, business groups, event managers, individual business owners/operators, residents, and residential groups. The Working Group will meet on a regular schedule to discuss and develop targeted solutions. WM provided an outline that lays out topics for the Working Group to discuss, including enhancing what works today, and change options. WM seeks no additional compensation for their Downtown Maintenance Enhancement Plan.

Public Outreach Efforts

PROPOSER	PUBLIC OUTREACH EFFORTS
WM	WM commits to the following outreach hours as outlined in the draft agreement: • Section 4.3.6 Multi-Family Recycling Outreach Program – Minimum of 400 hours • Section 4.3.7 Commercial Outreach Recognition Program – Minimum of 600 hours • Section 4.3.8 School Zero Waste Outreach Program – Minimum of 500 hours • Section 4.3.9 Mandatory Compliance and Outreach for State Regulations – Minimum of 400 hours WM is proposing an additional Recycling Coach to conduct Commercial and Multi-family outreach.

Recyclable Materials

PROPOSER	RECYCLABLE MATERIALS
WM	List of allowed materials in recyclables containers: • Aluminum cans • Plastic bottles and tubs with symbols #1, #2, and #5 • Steel and tin cans • Glass food and beverage containers • Mail • Uncoated paperboard • Uncoated printing, writing and office paper • Old corrugated containers/cardboard • Magazines, glossy inserts, and pamphlets Materials not to be placed in recyclables containers: • Plastic bags and bagged materials • Mirrors • Light bulbs • Porcelain and ceramics • Expanded polystyrene - Styrofoam take-out containers, Styrofoam limited-use coolers, etc.) • Glass and metal cookware/bakeware • Hoses, cord, wires • Flexible plastic or film packaging and multi-laminated materials • Food waste and liquids • Microwavable trays • Window or auto glass • Coated/waxed cardboard • Plastics with symbols #3, #4, #6, #7 and unnumbered • Coat hangers • Household appliances and electronics • Yard waste, construction debris, and wood • Needles, syringes, IV bags, or other medical supplies • Textiles, cloth, or any fabric • Napkins, paper towels, tissue, paper plates paper cups, plastic utensils • Propane tanks, batteries • Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension

PROPOSER	ADDITIONAL RECYCLABLE MATERIALS
WM	• <u>Mattresses</u>: WM will collect and divert mattresses through Blue Marble materials (Mattress recycling) • <u>White Goods</u>: White goods or major home appliances such as refrigerators, stoves, and washing machines, will be collected by bulky item curbside collection. All white goods are sent to SA Recycling located in Wilmington. • <u>Bulky Item Collection</u>: Residential customers and multi-family property tenants will be able to place bulky items curbside for collection on their service day. Bulky items that can be diverted include: ○ White goods, which are delivered to a metal recycler ○ Furniture, which can be repurposed ○ Tree limbs, which can be chipped into mulch or co-gen fuel. ○ Tires - WM collects some tires, but WM encourages residents and businesses to return them to tire vendors • <u>Disposal of Used Syringes and Lancets by Mail</u>: Upon request, WM will send customers mail-back containers for used syringes and lancets. • <u>Carpet Collection</u>: Residential customers and multi-family property tenants will be able to place carpet curbside as a bulky item collection on their service day. Collected carpet will be recycled in cooperation with LA Fiber. • <u>Plastic Bags</u>: Currently Manhattan Beach residents are able to recycle plastic bags at several locations in the City including Vons and Target. WM will continue to promote these locations as well as cooperate with any additional locations interested in establishing local “take back” programs, at no additional cost. • <u>Shoes</u>: WM collected over 500 pairs of gently used shoes in 2017. WM placed shoe collection boxes at City Hall, selected schools and fitness centers on pre-determined schedules. This program is conducted once per year. WM proposes to continue this program at no additional cost. • <u>Clothing - Halloween Costumes</u>: WM arranges with four MBUSD schools to host a costume collection and recycling drive. WM collection boxes are placed at each school in early October. In 2017, approximately 20 bags of costumes were collected and donated. WM proposes to continue this program at no additional cost.

Recyclables Commodities Revenue Sharing

PROPOSER	RECYCLABLE COMMODITIES REVENUE SHARING
WM	After the Oct. 1, 2018 proposer interview, WM proposed providing quarterly rebates as credits to the accounts or invoices of Residential and Commercial Customers when the blended value of all Recyclable Material commodities collected, net of processing costs, exceed \$90.00 per ton on a quarterly basis. Customers will receive 50% of the amount, and Company will retain the remaining 50%. The \$90.00 per ton threshold shall be adjusted annually by CPI. For the purposes of this calculation, the Recyclables shall include the tonnage and sale value of commodities sold after processing, and shall exclude tonnage from Construction and Demolition material and Organics material. One half of the total amount of the collected and processed Recyclable Material value above an average of \$90.00 per ton will be allocated respectively by weight between the Residential and Commercial Customer bases. The allocated rebates to the Residential Customers shall be distributed evenly across the Residential Customer segment. Commercial Customer rebates would be distributed per Customer according to the level of recycling service received monthly.

Additional Proposal Requirements

PROPOSER	ANTI-SCAVENGING EFFORTS
WM	WM proposes a Waste Watch neighborhood watch program at no additional charge. WM drivers can enhance safety in communities by reporting unusual activity. Drivers can quickly communicate with the WM dispatcher and local law enforcement partners allowing suspicious or unusual activities to be reported immediately. Drivers have received the necessary training on what to look for, how to react, and how to report any incidents. To deter scavenging, WM will offer a gravity cart lock option for residential carts upon request for an additional charge. Customers who opt for this service will be provided a key, which would enable them to place recyclables into the cart with ease, while thwarting unwanted scavengers. Carts will only automatically unlock when serviced by an automated lifter or with a key provided to the customer. The one-time cost to install a cart gravity lock is \$100. WM will also include tips about cart use and placement to avoid nuisances experienced in Manhattan Beach in all transition and ongoing education materials.

PROPOSER	COMMUNITY SUPPORT
WM	WM serves over 15 municipalities throughout Los Angeles County. Examples of support include local youth sports teams, Girl and Boy Scout Troops, Boys and Girls Clubs, Rotary Clubs, educational non-profits, public safety agencies, chamber of commerce, and others. WM has been a long-standing community partner in the City of Manhattan Beach, and has invested \$100,000 in the Manhattan Beach community beyond contractual requirements since 2012. The investment is comprised of direct financial donations, in-kind services and cost waivers. WM has provided community support to organizations within the City of Manhattan Beach, including the Manhattan Beach Hometown Fair, Sketchers Friendship Walk, Grades of Green, Growing Great, Manhattan Beach Little League, Manhattan Beach Chamber of Commerce, Manhattan Beach Grand Prix, Ted X Manhattan Beach, Manhattan Beach Police and Fire, and the Manhattan Beach Council.

Proposed Exceptions to Franchise Agreement

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN	ACTION
WM	Originally 21. WM withdrew 9, maintained 11 and modified 2 exceptions.	Minor revisions: 1. <u>Section 3.2.1 and 3.2.2. Recyclables</u> – Delete “plastic bags, shrink wrap” from the list of Recyclable Materials to be Collected under the residential and commercial recycling programs. 2. <u>Section 4.1.8.A Franchise Fee</u> – WM proposes to add the following: “In the event a franchise fee is imposed or subsequently increased, Company is entitled to and shall be granted an increase in the rates to recover the amount of the new or increased Franchise Fee.” 3. <u>Section 8.4.C. Deductibles and Self-Insured Retentions</u> – WM proposes language that would require provision of financial assurance in the event the City believes that Company is unable to pay its deductibles and SIRs. 4. <u>Section 8.4.D.2 Waiver of Subrogation</u> – WM proposes to add, “Pursuant to this Agreement,” at the end of this section. 5. <u>Exhibit 5, Section 7 Corporate Guaranty</u> – WM requests to add language to clarify the extent to which the Guarantor agrees to jurisdiction in California. Additional suggested revisions below: 6. <u>(Modified By WM) Section 2.6 Term of Agreement and Option to Extend Term</u> – WM proposes to add the following language regarding City’s 90-day advance written notice to exercise the contract extension option: “Company shall have the right after receiving City’s written notice to request an adjustment in Company Compensation effective upon commencement of the option term to account for increased costs of service. If during the 90-day period after City’s notice is received, City and Company do not agree upon an adjustment in Compensation, then the Agreement shall terminate upon the expiration of the initial term.” Per WM, the rate request would be based on increased cost of service not covered by previous adjustments at the time of the extension.	Exceptions #1 – 5 were included in agreement.
		7. <u>(Withdrawn by WM) Section 2.8 Proposition 218</u> - Should a Proposition 218 vote invalidate approval of rate increases, WM requests to replace the City option to terminate the Agreement within 30 days advance written notice with the following: “Company shall have the right, within sixty (60) days after the such invalidation, to request, in writing, the City negotiate in good faith regarding reductions in programs, service, or fees to compensate for any negative impact from the invalidated rate increase. If the City fails to commence negotiations in good faith fifteen (15) days after receipt of that written notice, or negotiations are unsuccessful after a period of ninety (90) days after commencement of negotiations, either party may terminate this Agreement by providing written notice to the other effective upon receipt.”	Included in agreement.
		8. <u>(Withdrawn by WM) Section 3.5 Mixed Waste Processing</u> - WM proposes adding the following language regarding mixed waste processing: “Company shall process all mixed Commercial Bin and permanent Roll-Off Box Trash to recover Recyclable	No change to agreement.
			No change to agreement.

WM (cont.)		Materials from Customers who do not participate in Company's separate Recycling program and are not otherwise in compliance with the Mandatory Commercial Recycling Requirements to the extent such Customers Commercial Bin and permanent Roll-Off Box Trash do not exceed 25% of non-Recyclable Materials... Company may request a waiver from the requirement to process waste from Street and Park Litter Trash Containers where it is established from waste characterization that the collected materials are contaminated to the extent that recovery of quality marketable goods that meet current and future quality control and contamination thresholds is impractical." 9. <u>Section 3.6.4. Street and Park Litter Containers</u> - WM performed a waste characterization study on July 24, 2018, and revealed that 1.24 tons out of 1.27 tons were unrecyclable, and the majority of material was dog feces in and out of bags. WM will work with City to identify ways to keep dog feces out of street and park litter containers. If WM and City cannot collaboratively identify a solution, WM will ask to be relieved of the requirement to process material in Street and Park Litter Containers. (See Section 13 of WM proposal.) 10. <u>(Withdrawn by WM) Section 3.6.5 City Owned/Managed and Third-Party Owned/Managed Events</u> - WM will process recoverable waste generated at City and Third-Party Events, however, WM asks that in some situations, it will be obvious that certain containers are so contaminated making the recovery of any useful material impossible, and those containers will not require processing. WM's Recycling Coach, Government Liaison, and Service Liaison will meet regularly throughout the year with City staff and the Specific Event Coordinator to establish a Recycling/Processing Service Plan for each event that will incorporate container placement and service plan with the goal of maximizing recoverability. (See Section 13 of WM proposal.) WM proposes exemptions for certain overly contaminated containers during events. 11. <u>Section 3.6.8 Door-to-Door HHW Collection Program</u> – Section 3.6.8 of the draft agreement states that non-controlled pharmaceuticals will be collected under the program. However, WM's proposal states medicines/pharmaceuticals as ineligible materials under their door-to-door HHW program. 12. <u>Section 3.8.1 Hauler Diversion Requirements</u> – WM proposes the minimum amount of hauler-collected tonnage to be diverted during each year to be 46%, and also agrees to undertake good faith efforts to increase the diversion level to 50%. WM requests to add the following language, "Upon the request of either party, the parties agree to meet and confer, and negotiate in good faith, regarding adjustments to the hauler diversion requirement, including trends in source reduction, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, the availability of commercially viable markets for Recyclable Materials or Organic Waste, transportation constraints, embargoes, and the impact of third party recycling and scavenging." 13. <u>(Withdrawn by WM) Section 3.8.2 Additional Diversion Services</u> – WM proposes to revise the following: "If City determines that Company has not maximized diversion due to its failure to	Added clause to Section 3.6.4 stating, "Company shall be relieved of the requirement to process material in Street and Park Litter Containers if material is significantly contaminated by dog feces, and Company shall report to City monthly the number of loads rejected for processing." No change to agreement. Removed pharmaceuticals from list of acceptable materials under the door-to-door HHW program. Included in agreement. No change to agreement.
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WM (cont.)		implement the diversion and public education programs contemplated under this Agreement...as necessary in order for City to comply with CalRecycle diversion requirements, Company must submit a corrective action plan to assist the City to comply with Section 41780 of the Act and other Applicable Laws, by March 15th following the year the diversion requirements were not met. Company’s corrective action plan is subject to approval by the City Manager... Implementation of the corrective action plan shall be at Company’s sole cost and expense. If Company fails to submit a corrective action plan acceptable to the City, Company may be subject to liquidated damages. 14. (Withdrawn by WM) <u>Section 5.3 Schedule of Future Adjustments</u> – WM proposes to roll-over decreases as offsets to future increases, rather than decrease rates. In exchange, WM offers a 5% cap on annual rate increases, with any amount over the cap rolled forward to the following year. 15. (Modified By WM) <u>Section 5.5 Extraordinary Adjustments</u> – WM proposes the extraordinary rate adjustments to be implemented effective as of the date of City Council’s approval. WM requests to remove “change in market value of Recyclables, or processing costs for Recyclables and Organics Waste, unionization of Company’s workforce, change in wage rates or employee benefits, or the implementation or discontinuation of mandatory Recycling requirements” from the list of non-acceptable extraordinary adjustments. WM requests to remove the provision of submitting the Company’s annual financial statements and a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement. 16. <u>Section 7.2.6 Biennial Audit</u> – WM requests to limit the scope of the biennial audit to compliance with terms of this Agreement, Customer service levels and Billing, fee payments gross receipts, tonnage, and verification of Diversion rate. WM proposes to add the following language: “City acknowledges certain records and reports of Company provided to City as part of an audit are proprietary and confidential. Company shall mark as ‘CONFIDENTIAL’ all records and reports provided to City that Company asserts are proprietary and confidential. City will endeavor to maintain the confidentiality of all confidential information provided by Company. Company acknowledges that City is subject to the California Public Records Act. City will provide Company notice of public records requests for records or reports Company has identified as confidential and will hold the release of such records or reports for a reasonable period of time to allow Company to seek a protective order from a court of competent jurisdiction.” WM would ask that confidential and proprietary information be protected from public disclosure pursuant to state and local laws protecting such information. 17. <u>Section 7.5 Right to Inspect Records</u> – WM requests to revise the specific documents or records required “for the purposes set forth in the first paragraph of Section 7.3.5.... or any other similar records or reports necessary to evaluate annual reports.” In addition, WM requests to add the following language, “The provisions protecting confidentiality set forth in Section 7.2.6 apply to the records made available pursuant	No change to agreement. WM and City negotiated to remove “changes in market value of recyclables, processing costs for recyclables and organic waste, or the values assumed by Company” from list of non-acceptable extraordinary adjustments. Included in agreement. First sentence not approved. Second sentence included in agreement.
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WM (cont.)		to this Section.” 18. (Withdrawn by WM) Section 8.2 Hazardous Substances <u>Indemnification</u> – WM requests to change the following language, “If City exercises its option under Section 3.10, in writing, to direct Trash Solid Waste to another landfill Disposal Site or processing facility that is not owned or operated by Company or its affiliates, then this indemnity shall not apply to that portion of the waste that City has redirected. 19. (Withdrawn by WM) Sections 8.4.D.3, 8.4.H.1, and 8.4.H.2.a) <u>Notifications; Endorsements</u> – WM requests to remove all references to “suspended,” “voided,” “reduced (or reduction) in coverage” or “non-renewal” from the required endorsements. WM proposes to add new Section 8.4.I.3: “Company shall provide City with written notice within fifteen (15) days of the occurrence of suspension, voiding, reduction in coverage or non-renewal of any policy of insurance required by this Agreement.” 20. (Withdrawn by WM) Section 10.4 Liquidated Damages – WM takes exception to entire Section, and requests the opportunity to negotiate with the City regarding the liquidated damages. 21. (Withdrawn by WM) Section 12.6 Severability – WM requests to revise the language: “If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.”	No changes to agreement. No changes to agreement. No changes to agreement. No changes to agreement.
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Legal Disclosures

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
WM	3	1. <u>USA Waste vs. City of Compton (2008)</u> – Breach of contract action against Compton for unpaid amounts under franchise agreement and failure to return containers. Settled and closed 10/2009. 2. <u>County of Los Angeles vs USA Waste of California, et. al (2006)</u> - HSAA Cost recovery action filed by County and several local districts in connection with operations at the Cal Compact Landfill between 1959 and 1965. Trial court granted summary judgment to all WM entities. Closed. 3. <u>Cal OSHA – USA Waste Sun Valley</u> – Cal OSHA investigated facility for heat-related illness of temporary worker. Two citation issues related to the heat illness prevention plan. Closed in 2017.

Unique Proposal Features

WM
1. <u>Full-time WM Recycling Coach</u> – WM will hire a recycling coach who will be dedicated 100% of the time to Manhattan Beach and will supplement the Outreach and Education work currently provided by the WM’s Recycling Coordinator and Public Sector team.

Proposer Overview

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS
WRT	Newport Beach, CA	WRT (Waste Resource Technologies, Inc.)	Reviewed

Experience

PROPOSER	OVERALL EXPERIENCE
WRT	Waste Resources Inc. (WRI) is a privately held corporation since 2002. In 2018, the parent company Waste Resource Technologies, Inc. (WRT) was created and is the holding company for all subsidiaries. Should WRT be awarded the franchise, WRT will establish a wholly owned subsidiary called Waste Resources Manhattan Beach (WRMB). WRT provides exclusive franchise solid waste collection services to the cities of Gardena (since 2004) Lynwood (since 2013), and Carson (residential service since 2018). WRT also provides open market commercial/industrial refuse and recycling collection services within several jurisdictions in Los Angeles County. WRT currently services 58,000 accounts and collects 274,000 tons per year with a fleet of 52 trucks. WRT owns and operates the Waste Resources Recovery (WRR) facility in the Los Angeles County Unincorporated Area near Gardena. WRT subsidiaries also provide solid waste collection services in the State of Hawaii.

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE
WRT	WRT currently provides residential automated cart collection service in the cities of Carson, Gardena and Lynwood as part of an exclusive franchise agreement.

PROPOSER	BIN COLLECTION EXPERIENCE
WRT	WRT currently provides exclusive commercial collection in the cities of Gardena, and Lynwood and non-exclusive in Carson. WRT has open-market commercial refuse, recycling, and organics collection experience in the cities of Torrance and Glendale. WRI provides commercial refuse, recycling, and organics services for the unincorporated areas of Los Angeles County under a non-exclusive commercial franchise agreement. WRI also provides open market recycling services within the cities of El Segundo, Burbank, and Santa Monica.

PROPOSER	SERVICE TRANSITION EXPERIENCE
WRT	City of Lynwood serves as an example of a service transition (contract was awarded in October 2013, and full roll-out was completed in November 2013.) In their past roles at Western Waste Industries, WRT's management members have successfully completed service transitions for the cities of Carson, Compton, Redondo Beach, Gardena, Lynwood, Manhattan Beach, Lawndale, South Gate, Huntington Park, and Inglewood. Western Waste Industries merged with USA Waste in 1995, and later changed its name to Waste Management, Inc. WRT notes transition in Carson began in July 2018 and was completed in August 2018.

Facilities

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
WRT	Operating Yard – 111th Place, Los Angeles Additional Yard – 19135 S. Main St, Carson Office address for customer service, public relations, and franchise administration – 850 E. 111th Place, Los Angeles Billing – 24412 S. Main St, Suite #106, Carson At the City's request WRT will place an operating yard or Community Office within City limits in order to be closer to customers.

PROPOSER	DISPOSAL SITE
WRT	<u>Chiquita Canyon Landfill</u> – 29201 Henry Mayo Dr, Castaic. Per ton cost for disposal: \$36.00/ton.

PROPOSER	TRANSFER FACILITIES
WRT	<u>Waste Resources Recovery (WRR)</u> – 357 W. Compton Blvd., Gardena. Cost per ton for transfer/disposal: \$63.50/ton. Owned by WRT. <u>Downey Area Recycling & Transfer (DART)</u> – 9770 Washburn Rd, Downey. Cost per ton for transfer/disposal: \$65.49/ton (as of 9/1/18) <u>Puente Hills Material Recovery Facility (PHMRF)</u> – 13130 Crossroads Parkway South, Whittier. Cost per ton for transfer/disposal: \$61.40/ton (as of 9/1/18)

PROPOSER	MIXED WASTE PROCESSING FACILITIES
WRT	<u>Waste Resources Recovery (WRR)</u> – 357 W. Compton Blvd, Gardena. Current cost per ton for processing: \$69.00/ton. WRR facility is owned by WRT. Current recovery rates: 13-19%. Permitted capacity is 500 tpd, however WRT submitted an application to LA County Regional Planning to expand its facility to 2,500 tpd. The expanded facility is scheduled to open in 2019. WRT estimates that it will attain diversion levels of 80+% for both residential and commercial waste streams. The facility diversion rate was estimated based on the recovery rates at all points in the process, and the estimated amount of residuals that are expected to be generated. Per WRT, the application is still in process. There is no construction activity at this time, other than installation of the organics processing technology. The expanded facility's primary focus will be to capture organics and clean recyclables from "black bin" services, with supporting functions of "blue bin" commodity separation and C&D material recovery. E-Waste and mattress storage will continue. The residuals from processing can be prepared as a refuse-derived fuel, further increasing the facility's diversion rate. Organics will be further processed onsite or delivered to other organics facilities for digestion and/or composting. <u>Puente Hills Material Recovery Facility (PHMRF)</u> – 13130 Crossroads Parkway South, Whittier. Current cost per ton for processing: \$68.40/ton. Typical recovery rates: 15-20%.

PROPOSER	COMMINGLED RECYCLABLES PROCESSING
WRT	<u>Downey Area Recycling & Transfer (DART)</u> – 9770 Washburn Rd, Downey. Cost for commingled recyclables is less than \$20.00/ton. <u>Potential Industries</u> - 922 East E St, Wilmington @\$15.00/ton Alternative recycling facilities: <u>WestRock</u> – 20502 Denker Ave., Torrance @\$0.00/ton <u>South Bay Recycling</u> – 15001 S. San Pedro St., Gardena @\$15.00/ton <u>SA Recycling</u> – 16815 S. Main St., Gardena @\$17.00/ton WRT may use WRR (357 W. Compton Blvd., Gardena) for “polishing” contaminated loads or as a waypoint between collection of recyclables and delivery to a recycling facility. Cost @\$21.00/ton. Owned by WRT. Single Commodity Recyclables (ranging from \$0.00 to \$17.00/ton): <u>B&B Pallets</u> – 439 E. Carlin Ave, Compton (clean wood) <u>Amigos Nursery</u> – 1420 E 92nd St, Los Angeles (sawdust) <u>Alameda Recycling & Metals</u> – 1230 Alameda St, Wilmington (metals) <u>LA Fiber</u> – 4920 S. Boyle Ave, Vernon (carpet) Per WRT, the diversion rates for each processing facility are dependent on the amount of contamination contained in each load. Estimated diversion rates for recyclables collected from Manhattan Beach cannot be established until WRT sends mixed recycling to those facilities and a recycling waste characterization can be completed. Tons collected and tons of residual will be included in the monthly reports.

PROPOSER	RESIDENTIAL GREEN WASTE FACILITIES/USES
WRT	<u>Green Wise Soil Technologies (GWST)</u> – 10120 Miller Way, South Gate. Current cost per ton of green waste: \$47.50/ton. <i>Alternative facility for residential green waste:</i> <u>Puente Hills Material Recovery Facility</u> - 13130 Crossroads Parkway South, Whittier. Cost per ton of green waste: \$45.50/ton. WRT plans to use Puente Hills MRF as an alternate facility for green waste in “worst-case” situations, such as an operational closure of GWST due to weather, acts of god, equipment failure, etc., Under no circumstances will green waste be used directly as ADC. WRT can work with other processors to serve as alternate sites, if the City has a preference. Contaminated green waste loads are to be delivered to WRR (357 W. Compton Blvd, Gardena) before proceeding to other facilities. Cost per ton of green waste: \$45.50/ton. WRR facility is owned by WRT. Per WRT, the diversion rates for each processing facility are dependent. WRT assumes that 100% of the material sent directly to GWST will be recycled. For contaminated loads that are delivered to WRR for clean-up, the diversion rate will be dependent on the load. Tons collected and tons of residual will be included in the monthly reports.

PROPOSER	ORGANICS WASTE FACILITIES/USES
WRT	<u>WRR</u> - 357 W. Compton Blvd, Gardena. Cost for processing per ton of food waste: \$85.00/ton. The WRR facility is owned by WRT, and is currently being expanded to allow for organics processing capability. Installation of the pilot organics processing project in underway, and is expected to be operational by January 2019. The organics project is pilot scale and WRT expects to have more organics than the pilot project can handle. All clean organics above WRR’s organics pilot processing capabilities will be delivered to PHMRF. <u>Puente Hills Material Recovery Facility</u> - 13130 Crossroads Parkway South, Whittier. Cost per ton of food waste: \$70.00/ton. Estimated diversion rate for organics: 100% (WRT will sort organics at WRR facility before transferring organics to Puente Hills MRF).

PROPOSER	CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES
WRT	<u>California Waste Services</u> – 621 W 152nd St, Gardena. Per ton cost for mixed C&D debris: \$97.00/ton. Estimated diversion rates: 77% for blended materials, 100% for clean concrete and dirt

PROPOSER	WASTE-TO-ENERGY FACILITIES
WRT	<u>Southeast Resource Recovery Facility (SERRF)</u> – 120 Pier S Ave., Long Beach @ \$75.00/ton WRT plans to transport some wastes for transformation to SERRF either through direct delivery or transferred from WRR.

Customer Service/Call Center Procedures

PROPOSER	PLAN
WRT	WRT’s customer service representatives (CSRs) are trained to follow four classes of protocols to respond to customer needs: 1) Routine – service requests or billing questions 2) Complaint – missed pickups, billing errors, etc. 3) Special Service – contacts from special needs customers, e.g. hospitals 4) Emergency – situations involving company equipment, vehicles, or personnel that resulted in an accident, injury, or property damage CSRs generate real-time work orders for routine requests. Route supervisors and operations managers track and ensure that all service tickets are closed and completed within 24 hours, and any ticket that is not closed or resolved within 24 hours is flagged as the highest priority. All complaints will be resolved within 24 hours. If WRT cannot resolve the complaint within the 24-hour timeframe, WRT will immediately notify the customer in person or via phone, and the City in writing describing the reason and proposed resolution of the issue. WRT can provide a complaint report at any time. WRT will include in their monthly reports the total number of complaints received for the previous month. Hold times average 32 seconds. WRT’s phone system does not track answer rate or abandon call rate.

Equipment

PROPOSER	COLLECTION VEHICLES AND TRACKING SYSTEMS
WRT	WRT will purchase new Mack CNG-fueled collection vehicles: • 8 Residential Side-Loader • 4 Commercial Front-Loader • 1 Roll-off Truck And 2 BYD Electric Rear Loaders for narrow streets, alleys, commercial carts, pier, and strand.

PROPOSER	COLLECTION VEHICLE TRACKING SYSTEM
WRT	All collection vehicles will have the following: • GPS systems and cameras • Panasonic ToughPad tablet computers • AMCS Tower Truck Manager software – enables drivers to access real-time routing and communicate with WRT offices

Carts

PROPOSER	CARTS
WRT	Manufacturer: Toter Will contain up to 50% recycled plastic. WRT will replace carts as necessary, per the terms of the RFP and agreement. WRT recommends that the body of carts be a uniform gray color, and lids be a different color (trash carts with black lids, recycling carts with blue lids, and organics carts with green lids) to have cart replacements be more productive and efficient. Should City prefer the traditional full body and lid colors for each commodity, WRT will conform to the City's taste. Carts will be equipped with RFID tags in order to track inventory and provide proof of servicing.

Residential Door-to-Door HHW Program

PROPOSER	DOOR-TO-DOOR HHW PROGRAM
WRT	WRT will collect unlimited door-to-door collection of household hazardous waste, to be collected on the customer's regular service day. Customers can call from seven days up to noon on the day before their regular service day for this service. WRT will collect the required materials mentioned in Section 3.6.8 of the draft agreement.

Processing of Mixed Waste

PROPOSER	MIXED WASTE PROCESSING
WRT	WRT will send the collected mixed waste to WRR for processing and recovery of recyclable material. Currently, WRR separates, recovers, and markets paper fibers, metals, inert materials, green waste, e-waste, wood waste, carpet, mattresses, and food waste. WRR's current recovery rate is 13% - 19%.

Organic Waste Recycling Program

PROPOSER	RESIDENTIAL ORGANICS COLLECTION
WRT	WRT will continue the City's residential organics collection program. Customers will be required to bag their food waste in translucent bags and place it in their organics cart. WRT will have bags available for purchase should a resident run out of bags. Acceptable items under the organics cart include grass, leaves, small branches less than three inches thick, and bagged food waste. Allowed food waste includes all foods and coffee grounds, and excludes food soiled paper, fats, oils, and grease. The material will be delivered to WRR where the bags will be removed from the greenwaste. Food waste bags will be delivered to Puente Hills MRF for organics processing. Per the Los Angeles County Sanitation Districts, food waste is processed at Puente Hills MRF, then sent to Joint Water Pollution Control Plant (JWPCP) in Carson where it is mixed with sewage sludge and digested to create methane gas and biosolids. The methane is used to create electricity, and biosolids are used for compost or soil amendments. Green waste will be delivered to GWST for composting. WRT does not currently use greenwaste for alternative daily cover (ADC). Upon request, a separate 48-gallon food waste cart will be delivered to a residential account.

PROPOSER	COMMERCIAL ORGANICS COLLECTION
WRT	WRT proposes to provide the following commercial organics program: • <u>35-gallon and 48-gallon organics carts</u> – Each customer can receive up to three carts, serviced 1 to 3 times per week. Carts will be swapped out for clean ones after each collection. Carts will come with decals showing what is accepted. The collection method is based on the number of accounts that subscribe to organics recycling. Few accounts will be serviced by stakebed truck where the organics carts can be swapped out for clean carts. Since WRT doesn't require commercial organics to be bagged, the carts are swapped out to reduce vermin and odor issues that may arise. If there are enough organics carts in service to warrant a truck route, customers will be responsible for keeping those carts clean. • <u>Organics Bins</u> - Customers that generate more than the maximum cart service will receive commercial organics bin service. • Multi-family complexes can sign up for greenwaste-only carts or bins, and organics carts. • <u>Contamination Procedures</u> – WRT will monitor containers and note any contamination that requires processing. In order to reduce the amount of clean-up necessary to prepare commercial organics for its downstream partner, WRT's staff will be empowered to refuse an organics cart due to excessive contamination and the customer will be reminded of what is allowed in the cart. If, after three warnings, the loads continue to be contaminated and the material is not recyclable, then the customer will be charged a contamination fee of \$15 per cart per occurrence and the load will be collected as trash. Continued abuse of the program will result in the removal of the organics containers. The City will be notified throughout the process. At the onset of the contract period, WRT will be available to provide source-separated organics recycling to those accounts that are required to comply with AB 1826. WRT will provide green 23-gallon "slim-jim" organics collection containers upon request, at a cost of \$40.00 per container.

Food Rescue and Donation Program

PROPOSER	FOOD RESCUE AND DONATION PROGRAM
WRT	In addition to its commercial organics recycling program, WRT will promote food rescue options, such as Food Finders. WRT will include food rescue efforts when gathering third-party diversion data. WRT will also assist with food waste recovery at City and privately-managed events.

Minimum Diversion Rate

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
WRT	48% In Appendix D (Attachment 4-C), WRT proposes a 48% guaranteed diversion rate, and provided an estimated tonnage diversion plan showing 58% diversion for material handled by WRT.

Downtown Maintenance Enhancements

PROPOSER	DOWNTOWN MAINTENANCE ENHANCEMENTS
WRT	WRT proposes to provide “sweep” crews to monitor and service all containers within the downtown area during peak times. WRT will staff the sweep crew in accordance with the peak times as described by the City. This 2-person crew will be above and beyond the regular service personnel and will service the downtown area with a rear-load truck.

Public Outreach Efforts

PROPOSER	PUBLIC OUTREACH EFFORTS
WRT	WRT commits to the following outreach hours as outlined in the draft agreement: • Section 4.3.6 Multi-Family Recycling Outreach Program – Minimum of 400 hours • Section 4.3.7 Commercial Outreach Recognition Program – Minimum of 600 hours • Section 4.3.8 School Zero Waste Outreach Program – Minimum of 500 hours • Section 4.3.9 Mandatory Compliance and Outreach for State Regulations – Minimum of 400 hours

Recyclable Materials

PROPOSER	RECYCLABLE MATERIALS
WRT	Items acceptable under the blue cart recycling program: • All plastics #1-7: containers, bottles, tubs, and clear plastic film bags (while not expressly allowed or excluded, Styrofoam is allowed in the recycling stream by WRT’s recycling partners, yet is still considered a contaminant.) Per WRT, plastic bags and film are separated from the other recycling commodities by WRT’s downstream recycling partners. • Newspaper, magazines, phone books, envelopes, clean white and colored paper, mixed paper • Aluminum, tin, metal, bi-metal cans, metal hangers • Glass bottles and jars • Milk, juice, and soup cartons • Cardboard and paperboard

PROPOSER	ADDITIONAL RECYCLABLE MATERIALS
WRT	• <u>Carpet</u>: WRT will collect source-separated carpet, and will be delivered to LA Fibers for recycling. See Section 16.m of WRT's proposal. • <u>Mattresses</u>: WRT will collect mattresses through the bulky item program, and send to WRR for disassembly or segregated by material type for recycling. Mattresses are merely aggregated at WRR. The State recycling program funds further transportation and recycling. See Section 16.m of WRT's proposal. • <u>Styrofoam</u>: WRT will work with customers that generate large quantities of polystyrene to capture material and send to facilities that recycle clean polystyrene (clean packaging and pre-consumer food service items only) into picture frames and similar products. See Section 16.m of WRT's proposal. • <u>Plastic bags/film</u>: WRT will allow plastic bags and film in the recyclables containers for the entire contract term. At the onset of the contract term, WRT will visit all grocery stores in the City and determine where a new collection point could be established. WRT will report its findings to the City for further development. See Section 19.b of WRT's proposal. • <u>Textiles/Clothing/Shoes</u>: At the onset of the contract term, WRT will canvas the City and map current drop-off locations for textiles, clothing, and shoes, and determine where new collection points could be established. The proposal also includes partnering with local charities to provide bags for residents to fill with clothing and shoes, or conveniently schedule a pickup when the charities' trucks are not scheduled to service the area. See Section 19.b of WRT's proposal.

Recyclables Commodities Revenue Sharing

PROPOSER	RECYCLABLE COMMODITIES REVENUE SHARING										
WRT	After the Oct. 1, 2018 proposer interview, WRT proposed the following recyclables rebate methodology:										
	<u>Roll-off</u>: Roll-off customers will receive 50% of the revenue received from any recycling revenue generated from source-separated loads generating from Manhattan Beach. <u>Residential and Commercial</u>: Cart and bin customers will share in the revenues received from source-separated recycling programs generated from Manhattan Beach through a 50% credit that will be assessed during the annual rate adjustment period for each service type. For example:										
	<table><tr><th>Current Rate, Residential</th><th>Rate Adjustment</th><th>New Rate, Residential (Gross)</th><th>City-Approved Credit</th><th>Modified Rate Adjustment (Net)</th></tr><tr><td>\$22.00</td><td>3.8%</td><td>\$22.84</td><td>(\$0.49)</td><td>\$22.35</td></tr></table>	Current Rate, Residential	Rate Adjustment	New Rate, Residential (Gross)	City-Approved Credit	Modified Rate Adjustment (Net)	\$22.00	3.8%	\$22.84	(\$0.49)	\$22.35
	Current Rate, Residential	Rate Adjustment	New Rate, Residential (Gross)	City-Approved Credit	Modified Rate Adjustment (Net)						
	\$22.00	3.8%	\$22.84	(\$0.49)	\$22.35						
<table><tr><th>Current Rate, Commercial (3 CY bin, 1x week)</th><th>Rate Adjustment</th><th>New Rate, Commercial (Gross)</th><th>City-Approved Credit</th><th>Modified Rate Adjustment (Net)</th></tr><tr><td>\$148.29</td><td>5.4%</td><td>\$156.30</td><td>(\$0.37)</td><td>\$155.93</td></tr></table>	Current Rate, Commercial (3 CY bin, 1x week)	Rate Adjustment	New Rate, Commercial (Gross)	City-Approved Credit	Modified Rate Adjustment (Net)	\$148.29	5.4%	\$156.30	(\$0.37)	\$155.93	
Current Rate, Commercial (3 CY bin, 1x week)	Rate Adjustment	New Rate, Commercial (Gross)	City-Approved Credit	Modified Rate Adjustment (Net)							
\$148.29	5.4%	\$156.30	(\$0.37)	\$155.93							
The next year’s rate adjustment would be based on the Gross new rate, not the Net new rate. This will appear on the rate adjustment worksheet as “City-Approved Credit.”											

Additional Proposal Requirements

PROPOSER	ANTI-SCAVENGING EFFORTS
WRT	WRT recommends forming a partnership with the City’s Code Enforcement Unit to identify areas of concern and enforce waste related code violations. WRT will report to Code Enforcement any scavengers spotted while on residential or commercial routes. For commercial services, locking bins will be available to help minimize scavenging activities. WRT drivers and staff while on route will note addresses of any premises where unauthorized dumping or scavenging has occurred and report to the City within two working days of such observation.

PROPOSER	COMMUNITY SUPPORT
WRT	WRT has a long history of supporting community organizations, including the following: • Monthly donation of cakes to hospitals in Gardena and Carson • Sponsoring the Gardena Jazz Festival and Gardena Police Officers Association Golf Tournament • Business Booster for the Gardena Old Timers Heritage Committee • Donation of Thanksgiving turkeys to Lynwood Rotary

Proposed Exceptions to Franchise Agreement

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
WRT	0	None.

Legal Disclosures

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
WRT	0	None.

Unique Proposal Features

WRT
No enhancements above and beyond the RFP requirements were proposed. WRT considers providing bags for residents to fill with clothing and shoes for donation and “slim-jims” for organics as an enhancement.