

Request For Proposals:



City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling



Prepared by
Bureau of Sanitation



Solid Resources Citywide Recycling Division

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June 11, 2014

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ARTICLE 1 - GENERAL INFORMATION

1.1 ARTICLE HEADINGS

The article headings presented herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this document.

Definitions

TABLE 1-1

DEFINITIONS AND ABBREVIATIONS

| Terms | Definition |
|-------------------------------|---|
| 1-800-773-CITY CALL CENTER | The 1-800-773-CITY, is SANITATION's call center accepting calls on a variety of SANITATION related services. |
| AB 32 | Assembly Bill 32, The State of California Global Warming Solutions Act of 2006; for more information go to http://www.arb.ca.gov/cc/ab32/ab32.htm . |
| AB 939 | Assembly Bill 939 (Chapter 1095, Statutes of 1989) is also known as the Integrated Waste Management Act. It created the California Integrated Waste Management Board, now known as CalRecycle. AB 939 required each jurisdiction in the state to submit detailed solid waste planning documents for CalRecycle approval and set DIVERSION requirements of 25 percent by 1995 and 50 percent by 2000. AB 939 established a comprehensive statewide system of permitting, inspections, enforcement, and maintenance for solid waste facilities, and it authorized local jurisdictions to impose fees based on the types or amounts of solid waste generated. A more detailed description of the Integrated Waste Management Act is found at the CalRecycle Web site (http://www.calrecycle.ca.gov/Laws/Legislation/CalHist/1985to1989.htm). |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of Section 66.32.1 (of the Los Angeles Municipal Code). |
| AB 939 FEE | AB939 Compliance fee of 10 percent of the SOLID WASTE component of GROSS RECEIPTS |
| ACD | Automated Call Distribution |
| ACH | Automated Clearing House (ACH) is an electronic network for financial transactions. ACH credit transfers include direct deposit payroll and vendor payments. ACH direct debit transfers include consumer payments on a full range of consumer bills. |
| AGREEMENT/CONTRACT | The contractual agreement between the CITY and the selected PROPOSER. |
| BAVN | The City of Los Angeles' Business Assistance Virtual Network, available at http://labavn.org/ |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information, go to http://bca.lacity.org/index.cfm |
| BID | Business Improvement District(s) as designated by the City of Los Angeles. |
| BIP | City of Los Angeles' Business Inclusion Program. It is the policy of the CITY to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBES), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of CITY contracts, on the CITY's web site, LABAVN.org. |
| BLACK BIN | Black or grey CONTAINERS of any size used for the collection of SOLID WASTE |

TABLE 1-1
DEFINITIONS AND ABBREVIATIONS

| Terms | Definition |
|--------------------------|--|
| BLUE BIN | Blue recycling CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The City of Los Angeles' Board of Public Works |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of manure. |
| BUNDLED FRANCHISE ZONES | Combinations of FRANCHISE ZONES, designated by the CITY for which PROPOERS may submit bids |
| CALENDAR DAY | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California. CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City of Los Angeles' City Ethics Commission |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this CONTRACT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193. |
| COLLECTION SERVICES | Shall mean the collection, transportation and delivery for processing or disposal of solid waste from COMMERCIAL ESTABLISHMENTS. |
| COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include CUSTOMERS that receive SOLID RESOURCES services from the CITY. For purposes of this RFP for the Exclusive Commercial FRANCHISE SYSTEM, a MULTIFAMILY ESTABLISHMENT is a COMMERCIAL ESTABLISHMENT. |
| COMMINGLED RECYCLABLES | Material that has been SOURCE-SEPARATED or kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. COMMINGLED RECYCLABLES do not include CONSTRUCTION AND DEMOLITION DEBRIS (defined below). |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a collection vehicle. |

TABLE 1-1
DEFINITIONS AND ABBREVIATIONS

| Terms | Definition |
|--|--|
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | Bins used for collection of SOLID RESOURCES that are emptied at the CUSTOMERS' premises into a collection vehicle during collection. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT PROJECT MANAGER | The PROPOSER's, designated representative for all issues related to this RFP. |
| CONTRACTOR | The PROPOSERS selected for contract award by the CITY through the evaluation process. |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT served by the CONTRACTOR under the FRANCHISE SYSTEM. |
| CUSTOMER RESPONSE FIELD SERVICES | Non-collection activities provided to assist in safe and efficient collection, such as route supervision, waste audits, CUSTOMER training, on-site inspections, etc. |
| DIVERSION | The combined efforts of waste prevention, reuse, recycling, and recovery practices. |
| ELECTRONIC WASTE (E-WASTE) | As defined in California Electronic Waste Recycling Act of 2003, SB20, electronic waste is loosely applied to consumer and business electronic equipment that is near or at the end of its useful life. Examples include but are not limited to computers, televisions, computer monitors, VCRs, stereos, copiers, and fax machines. |
| EMR | Experience Modification Rate (EMR) is a guide used by private industry to evaluate overall quality of a company and its commitment to safety. It is calculated by comparing a company's actual losses to industry average losses in a specific industry classification. No matter the industry, the national average is 1.0. The lower the EMR, the lower the company's risk compared to other firms in the same industry. |
| EXTRA SERVICES | Services provided, that are not included in the base service fee, such as lid lockable CONTAINERS, listed in Table 2.3, Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, |
| FRANCHISE SYSTEM | The project as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, known as ZERO WASTE LA. |
| FRANCHISE ZONE | Any of the eleven (11) geographic regions defined in Figure 1-2 of this RFP WV – West Valley NEV – North East Valley SEV – South East Valley WLA – West Los Angeles NC – North Central NE – North East SLA – South Los Angeles HB - Harbor DT – Down Town EDT – East Down Town SE – South East |

**TABLE I-1
DEFINITIONS AND ABBREVIATIONS**

| Terms | Definition |
|---|---|
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS |
| GROSS RECEIPTS | Those receipts defined under GROSS RECEIPTS in Los Angeles Municipal Code Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to service, covered container rental, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife. |
| HOLIDAYS | New Year's Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY |
| IT | Information Technology |
| LARWQCB | Los Angeles Regional Water Quality Control Board; for more information go to http://www.swrcb.ca.gov/rwqcb4/ . |
| MANDATORY COMMERCIAL RECYCLING (MCR) | Assembly Bill (AB) 341 of 2011, as modified by, but not limited to, AB1398 of 2013, which, among other actions, requires commercial businesses to subscribe to a recycling service beginning July 2012. AB 341 also requires CalRecycle to submit a report to the Legislature with a plan for reaching a statewide 75 percent DIVERSION rate by 2020. For more information, please see: CalRecycle's website at http://www.calrecycle.ca.gov/recycle/commercial/ |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY ESTABLISHMENT/ MULTIFAMILY | Any single property, building or structure that contains multiple residential dwelling units as defined in the ORDINANCE. For purposes of this RFP for an Exclusive Commercial FRANCHISE SYSTEM, a MULTIFAMILY is a COMMERCIAL ESTABLISHMENT. For purposes of this RFP customers receiving Solid Resources collection service provided by the CITY are not MULTIFAMILY/COMMERCIAL ESTABLISHMENTS |
| NOISE ORDINANCE | The Section of the CITY's Municipal Code pertaining to noise levels in the CITY. For more information, go to http://www.nonoise.org/lawlib/cities/losangel.htm |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are SOURCE-SEPARATED from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration. For more information, go to https://www.osha.gov/ |
| PERFORMANCE SECURITY BOND | A performance bond commitment letter or a letter stating that the PROPOSER will guarantee a letter of credit in accordance with the CONTRACT. |

**TABLE I-1
DEFINITIONS AND ABBREVIATIONS**

| Terms | Definition |
|-------------------------------|--|
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES (including CONSTRUCTION AND DEMOLITION DEBRIS, SOURCE-SEPARATED materials, SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS) generated within the CITY, with a CITY permit to do so. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| PROCESSING FACILITY | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| PROPOSER | A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for the FRANCHISE SYSTEM. |
| RADIOACTIVE WASTE | Any waste containing radioactive material |
| RECOVERY RATE | The RECOVERY RATE of materials brought to a PROCESSING FACILITY from any source, will define the facility's recycling rate for the relevant waste stream applied to the amount of the materials processed that were generated within the CITY. |
| RFP | This Request for Proposals |
| ROLL OFF (DROP BOX) CONTAINER | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger. |
| RULE 1193 | Rule 1193 of the SCAQMD, which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/tao/FleetRules/1193Refuse/index.htm |
| SANITATION | The City of Los Angeles' Bureau of Sanitation; for more information, go to http://san.lacity.org/ |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/Default.htm |
| SOLID RESOURCES | The materials generated which include COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, as well as and source-separated material, in the City of Los Angeles. For purposes of this RFP, SOLID RESOURCES includes only materials generated at COMMERCIAL ESTABLISHMENTS. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL, and does not include SOURCE-SEPARATED material, COMMINGLED RECYCLABLES, or ORGANICS. For purposes of this document, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other exempt wastes. |
| SOURCE-SEPARATED | Segregation of individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| SUBCONTRACTOR | Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on this CONTRACT. |
| TARE WEIGHT | The weight of an empty collection vehicle, or container. TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |

TABLE 1-1
DEFINITIONS AND ABBREVIATIONS

| Terms | Definition |
|------------------|--|
| TRANSFER STATION | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| UNIVERSAL WASTE | As defined by California Universal Waste Rule, the California Department of Toxic Substances Control (DTSC) Number R-97-08, UNIVERSAL WASTE is a category of HAZARDOUS WASTE that includes batteries, fluorescent lamps, electronic devices, instruments that contain mercury, and others. UNIVERSAL WASTE may not be discarded in CLASS III LANDFILLS. Beginning February 9, 2006, the DTSC deemed that UNIVERSAL WASTE generated by small generators including households shall be taken to a household HAZARDOUS WASTE collection facility or other authorized UNIVERSAL WASTE handler. |
| VMT | Vehicle Miles Traveled |
| WHITE GOOD | Discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| ZERO WASTE | 90% DIVERSION of SOLID RESOURCES from CLASS III LANDFILLS by 2025. |

1.2 INTRODUCTION

1.2.1 BACKGROUND

The City of Los Angeles' (CITY) Bureau of Sanitation (SANITATION), was directed by the CITY COUNCIL on November 14, 2012, to develop an implementation plan for the Exclusive Commercial and Multifamily Solid Waste Franchise System (FRANCHISE SYSTEM) for the collection, diversion and disposal of SOLID RESOURCES. On April 24, 2013 the CITY COUNCIL approved SANITATION's FRANCHISE SYSTEM recommendations from the Energy and Environment and the Ad Hoc on Waste Reduction and Recycling Committees' Report and adopted the "Final Implementation Plan for Exclusive Commercial and Multifamily Franchise Hauling System," as amended. On April 8, 2014, the CITY COUNCIL certified the Final EIR and adopted the Ordinance for the FRANCHISE SYSTEM, and on April 15, 2014, the MAYOR signed the Ordinance (C.F.10-1797-S15).

Sixty-nine (69%) percent of the SOLID RESOURCES generated within the CITY is generated at COMMERCIAL ESTABLISHMENTS (which includes MULTIFAMILY ESTABLISHMENTS). Figure 1-1 shows the estimated composition of the SOLID RESOURCES disposed by COMMERCIAL ESTABLISHMENTS under the current system.



FIGURE 1-1
Commercial Waste Composition

This Request for Proposals (RFP) provides the opportunity for SOLID RESOURCES collection companies to submit proposals for ten-year AGREEMENTs with the CITY to be the exclusive provider of SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS collection, transfer, processing and disposal services in one or more of the FRANCHISE ZONES defined by the CITY. The CITY has established eleven (11) FRANCHISE ZONES, three (3) of which are “small” in order to create opportunities for smaller private collection companies to compete for AGREEMENTs.

Articles 2 to 7 describe the requirements for proposals to be deemed responsive including specific format and content and the criteria that will be used to evaluate proposals. Instructions for responding to the RFP are provided in Appendix 1.1.

1.2.2 OBJECTIVES OF THE RFP PROCESS

The primary objectives of this RFP process are to:

- Ensure that equitable services, at reasonable rates are available in the CITY;
- Ensure the Franchise System contributes to the City’s Environmental and Sustainability efforts;
- Identify processes so that the CITY’s recycling rate and landfill diversion rates increase over time in order to achieve ZERO WASTE by 2025;
- Identify CONTRACTORs to provide highest levels of customer service and satisfaction; and
- Provide recycling services to MULTIFAMILY and COMMERCIAL ESTABLISHMENTS.

Successful PROPOSERs will demonstrate the ability to successfully implement and execute the terms of a FRANCHISE AGREEMENT throughout the term of an AGREEMENT. The City will be looking for innovation in every portion of a PROPOSERs proposal.

1.2.3 GENERAL PROJECT DESCRIPTION

The CITY is requesting proposals from SOLID RESOURCES collection companies to provide SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS collection, transfer, disposal and processing services to COMMERCIAL ESTABLISHMENTS (which includes businesses and MULTIFAMILY ESTABLISHMENTS) in the CITY. The CITY intends to enter into negotiations with selected PROPOSERs with the goal to enter into exclusive AGREEMENTs with the CITY which give each PROPOSER the exclusive right to provide the services described in this RFP. The following sections describe the services that each CONTRACTOR will be required to provide. It is the CITY’s desire to begin servicing COMMERCIAL ESTABLISHMENTS in January 2017.

1.2.3.1 MAJOR ELEMENTS OF THE SYSTEM

The CITY’s FRANCHISE SYSTEM will include the following major elements:

1. Ten-Year (10) AGREEMENTs with Two, Five-Year Renewal Options: Successful PROPOSERs will enter into ten (10) year AGREEMENTs with the CITY, which will give them the right to be the sole provider of services described in this RFP in the FRANCHISE ZONES stipulated in the AGREEMENT. At the CITY’s sole discretion, any or all of these AGREEMENTs may be extended for up to two (2) additional five (5)-year terms.

2. Eleven (11) Exclusive FRANCHISE ZONES: The CITY has defined eleven (11) FRANCHISE ZONES, each of which will be served by one CONTRACTOR upon implementation of the FRANCHISE SYSTEM. Three (3) FRANCHISE ZONES (Downtown, East Downtown, and Southeast L.A.) have substantially fewer accounts than the other eight. This provides opportunities for smaller collection companies to submit proposals that are appropriate for the scale of their operations. A map of these FRANCHISE ZONES is provided in Figure 1-2.
3. Services Provided in a Consistent Manner throughout the CITY: One objective of the FRANCHISE SYSTEM is that services be provided consistently throughout the CITY. For example, the CITY will require that all CUSTOMERS receive a base (i.e., minimum) level of COMMINGLED RECYCLABLES collection bundled together with the SOLID WASTE collection.
4. High Level of Customer Service: The CITY will require that CONTRACTORS provide a high level of customer service and be held to specific performance standards for metrics such as missed collections, and wait times for CUSTOMERS that call with billing issues or calls generated from SANITATION's CALL CENTER. CONTRACTORS will be required to have customer services systems compatible with state of the art technologies, including web based tools and mobile applications to allow CUSTOMERS, in real time 24 hours per day, 7 days per week, to report a missed collection, make a service request, CONTAINER repair or address other customer service related needs. A CONTRACTOR's failure to meet these minimum performance standards will result in liquidated damages and, should poor performance fail to be corrected, jeopardize that CONTRACTOR's AGREEMENT. Performance standards and associated liquidated damages for non-performance are described in Section 2.6.1 and 2.4.8.
5. Ongoing Outreach and Education to Customers: The CONTRACTOR will be required to submit and implement an outreach and education plan, with elements encompassing both CITY-wide program elements as well as direct CUSTOMER contact, and continuing throughout the term of the AGREEMENT. CITY-wide Outreach and Education will be directed and designed by the CITY for implementation by the CONTRACTOR.
6. Support for the CITY's ZERO WASTE Goals: The CITY will require the CONTRACTOR to meet DIVERSION standards over the ten-year term of the CONTRACTOR's AGREEMENT. A CONTRACTOR's failure to meet these DIVERSION standards will result in liquidated damages. A poor DIVERSION standards compliance record may jeopardize that CONTRACTOR's AGREEMENT. DIVERSION standards and associated penalties are described in Section 2.4.8.
7. AB 939 FEE: AGREEMENTs shall include the AB 939 FEE of 10 percent of the SOLID WASTE portion of GROSS RECEIPTS paid to the CITY quarterly.
8. FRANCHISE FEE: AGREEMENTs shall include a proposed FRANCHISE FEE.
9. Phasing in ORGANICS Collection: The CITY seeks to expand ORGANICS collection over the term of the AGREEMENTs. Initially the CONTRACTOR will continue to provide food waste collection and processing service to approximately 846 CUSTOMERS in various parts of the CITY that currently receive those services and must provide these services to COMMERCIAL ESTABLISHMENTS that request food waste collection. Additionally, CONTRACTORS will be required to continue providing ORGANICS collection and processing to CUSTOMERS that are

currently receiving yard trimmings collection service. CONTRACTOR shall actively encourage participation in ORGANIC DIVERSION. Ultimately ORGANIC recycling shall be provided to all COMMERCIAL ESTABLISHMENTS that produce ORGANICS. PROPOSERS shall provide a plan for expanding organics service in response to this RFP.

10. Service Day(s) for SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS: CONTRACTORS will be required to provide collection of SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS according to the CUSTOMER's needs. The CUSTOMER's collection frequency for all SOLID RESOURCES shall be a least once per week. Residual materials will be collected in BLACK BINS for SOLID WASTE after SOURCE SEPARATION, BLUE BINS for COMMINGLED RECYCLABLES and GREEN BINS for ORGANICS. CUSTOMERS' CONTAINERS may be collected on the same day or different days of the week, depending on the CUSTOMER's needs. ORGANICS collection shall be provided to the CUSTOMER based on CUSTOMER request.
11. EXTRA SERVICES Provided at Pre-established Rates: The CITY will require CONTRACTORS to charge the same unit prices for EXTRA SERVICES (e.g., container cleaning services, extra collections, etc.), and apply these charges in a consistent manner throughout the CITY. The CITY has developed a price schedule for these EXTRA SERVICES that is presented in Section 2.4.1.4, Table 2-3. PROPOSERS should use this price schedule for purposes of developing their cost proposal. The CITY will not consider alternative proposals for price schedules for extras. Any services required that do not appear on the EXTRA SERVICES price schedule are to be included by the PROPOSER in their costs for service.
12. Clean Air Vehicle Requirements: The CITY will require all vehicles providing COLLECTION SERVICES to be certified under the SCAQMD Low Emission Vehicle (LEV) clean fuel program and the CONTRACTORS shall utilize late model vehicles (less than 8 years old) to take advantage of new technologies, reduce greenhouse gas (GHG) production in the CITY and reduce localized impacts to neighborhoods, as described in Section 2.4.3.
13. The CITY Will Serve as the First Point of Contact for CUSTOMER Calls: SANITATION's CALL CENTER (1-800-773-CITY) will serve as the first point of contact for CUSTOMER complaints, service requests and informational inquiries. The CITY will require CONTRACTORS to interface timely and smoothly with SANITATION and SANITATION's CALL CENTER and respond to CUSTOMER calls according to specific performance standards.
14. CUSTOMER Billing: CONTRACTORS shall provide all billing and payment collection activities for the FRANCHISE ZONES they are awarded. Customer service, billing and payment collection requirements are described in detail within Article 2.3.
15. A Review of Each CONTRACTOR's Performance in the Fifth Year: The CITY will conduct a review of each CONTRACTOR's performance following the fifth (5th) year of the term of the AGREEMENT. The review will assess the adequacy of the CONTRACTOR's performance over the first five (5) years of the AGREEMENT in relation to the service related performance requirements, DIVERSION Plan targets, and other measurable elements of performance included in the AGREEMENT.
16. Plans that Ensure a Smooth Transition to the FRANCHISE SYSTEM: Each PROPOSER shall submit a detailed transition plan for each FRANCHISE ZONE or BUNDLED FRANCHISE

ZONEs that addresses, among other things, how the PROPOSER will provide a smooth transition of service accounts from previous service providers, how the PROPOSER will procure CONTAINERs for CUSTOMER needs (e.g., by purchasing existing CONTAINERs from existing service providers, or purchasing new CONTAINERs) and how the PROPOSER will perform outreach and education about the transition process, new services and service levels available, etc. Each CONTRACTOR that is awarded a FRANCHISE ZONE will be required to participate in a joint CITY-CONTRACTOR transition team prior to and after implementation that will be charged with providing a smooth transition to the FRANCHISE SYSTEM.

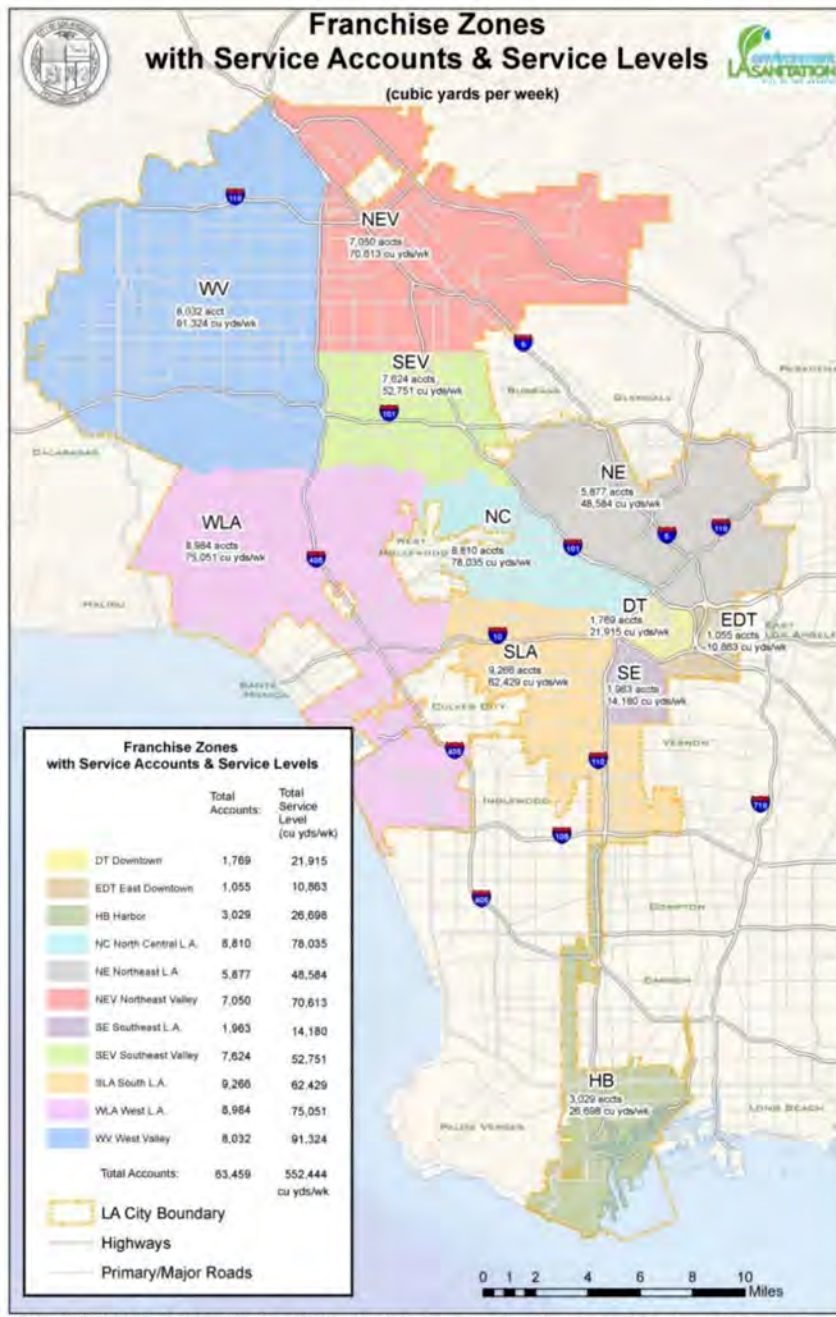


FIGURE 1-2
Franchise Zone Map

1.2.3.2 DESCRIPTION AND MAP OF FRANCHISE ZONES

The map in Figure 1-2 shows the eleven (11) FRANCHISE ZONES that will comprise the CITY's FRANCHISE SYSTEM. The map also includes information about the estimated number of combined MULTIFAMILY and COMMERCIAL ESTABLISHMENT accounts in each FRANCHISE ZONE, as well as the estimated total number of cubic yards of SOLID WASTE collected per week in each zone. These figures are based on data provided by PERMITTED HAULERS collecting in the CITY as of July 2013; the CITY does not guarantee the accuracy of the data.

Table 1-2 below presents the same account data displayed on the map in tabular format.

TABLE 1-2
FRANCHISE ZONE ACCOUNT DATA

| FRANCHISE ZONE | Total Service Locations | Percent of total based on Service Locations | Total Cubic Yards of Service per week |
|----------------|-------------------------|---|---------------------------------------|
| WV | 8,032 | 13% | 91,324 |
| NEV | 7,050 | 11% | 70,613 |
| SEV | 7,624 | 12% | 52,751 |
| WLA | 8,984 | 14% | 75,051 |
| NC | 8,810 | 14% | 78,035 |
| NE | 5,877 | 9% | 48,584 |
| SLA | 9,266 | 15% | 62,429 |
| HB | 3,029 | 5% | 26,698 |
| DT | 1,769 | 3% | 21,915 |
| EDT | 1,055 | 2% | 10,863 |
| SE | 1,963 | 3% | 14,180 |
| TOTAL: | 63,459 | | 552,444 |

1.2.3.3 ADDITIONAL INFORMATION AND DATA FOR EACH FRANCHISE ZONE

A more detailed street level map for the FRANCHISE ZONES is provided in Appendix 1.2.

Certain FRANCHISE ZONES and access routes of the CITY have special traffic considerations and restrictions. It is incumbent upon each PROPOSER, including their SUBCONTRACTORS, to thoroughly research each FRANCHISE ZONE for which they propose. It is the sole responsibility of the PROPOSER to review and account for collection constraints of any kind that will impact their proposal.

1.3 FRANCHISE ZONES FOR AWARD

Table 1-3 below describes the FRANCHISE ZONES and combinations of FRANCHISE ZONES for which a PROPOSER may submit proposals. If a PROPOSER chooses to propose on more than one FRANCHISE ZONE, and/or BUNDLED FRANCHISE ZONES the PROPOSER will

need to submit a master proposal, with elements that are universal to all zones, in addition to zone specific proposals for elements such as the cost proposal and other zone-specific elements as detailed in the proposal forms provided in the appendices. Article 3 describes the proposal format and requirements in more detail. No PROPOSER will be awarded more than 49 percent of all accounts. If a PROPOSER is awarded one of the three (3) smaller zones (DT, EDT, or SE) it will not be awarded any of the other ten (10) FRANCHISE ZONES.

TABLE 1-3
FRANCHISE ZONES FOR AWARD

| Zones for Award | Description |
|---|--|
| Individual Zones (WV, NEV, SEV, WLA, NC, NE, SLA, HB, DT, EDT, SE) | <p>PROPOSERS may submit proposals for each of the eleven (11) FRANCHISE ZONES; there is no restriction on how many FRANCHISE ZONE for which PROPOSERS may submit proposals.</p> <p>If a PROPOSER is awarded one of the three (3) smaller zones (DT, EDT, or SE) it will not be awarded any of the other ten (10) zones.</p> |
| <p>BUNDLED FRANCHISE ZONES Designated by the CITY:</p> <p>Bundle 1 – HB, SLA and WLA</p> <p>Bundle 2 – HB, NC, NE, and WLA</p> <p>Bundle 3 – WLA and WV</p> | <p>In addition to submitting proposals for an individual FRANCHISE ZONE, a PROPOSER may submit proposals for any or all of these three (3) BUNDLED FRANCHISE ZONES designated by the CITY.</p> <p>If a PROPOSER submits one or more BUNDLED FRANCHISE ZONE proposals, it shall submit individual proposals for each of the FRANCHISE ZONES within its proposed BUNDLED FRANCHISE ZONE.</p> |
| BUNDLED FRANCHISE ZONES SELECTED BY THE PROPOSER | <p>In addition to the BUNDLED FRANCHISE ZONES designated by the CITY, the PROPOSER may propose one other BUNDLED FRANCHISE ZONE consisting of FRANCHISE ZONES of its choosing. This BUNDLED FRANCHISE ZONES may not include any of the three (3) SMALL ZONES (DT, EDT, or SE).</p> |

ARTICLE 2 - SCOPE OF SERVICES

This RFP is seeking proposals for providing collection, transfer, processing and disposal services for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS from COMMERCIAL ESTABLISHMENTS, as defined in this RFP. This Article describes the scope of services, which the CITY expects CONTRACTORS to perform. PROPOSERS should carefully review all Articles of the RFP and its appendices, and perform their own due diligence for the FRANCHISE ZONES for which they plan to propose. CONTRACTORS will be required to demonstrate how they plan to provide these services. Article 3 describes in more detail the specific requirements that should be included in proposals, proposal organization and how to submit questions related to the RFP. Article 4 provides an explanation of evaluation criteria that will be applied to proposals, and other related information.

PROPOSERS should read this Article and attachments carefully to ensure a full understanding of the CITY's requirements.

2.1 EXCLUDED FROM THE FRANCHISE SYSTEM

The following wastes are excluded from the FRANCHISE SYSTEM.

- MEDICAL WASTE
- HAZARDOUS WASTE
- RADIOACTIVE WASTE
- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- All recyclable materials SOURCE-SEPARATED from SOLID WASTE by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the waste sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator.
- Recyclable materials and ORGANICS that are SOURCE-SEPARATED at the premises by the owner and/or operator of the premises and donated.
- Yard waste removed from a site as incidental to a landscaping business.
- Other specialty waste as designated by the CITY (e.g., biosolids, fats, oils, and grease, electronics, UNIVERSAL WASTE, etc.)
- Bulky Items collected from MULTIFAMILY ESTABLISHMENTS subject to the Multi-Family Bulky Item Fee (BIF) as defined in Section 66.41(c)

Federal, State and County facilities may choose to receive SOLID RESOURCES collection disposal and processing services under non-FRANCHISE SYSTEM arrangements. However, collection, disposal and processing shall be performed in compliance with CITY, State and Federal law.

Institutional and residential customers, including multifamily establishments, that receive CITY collection services, are not part of the FRANCHISE SYSTEM.

2.2 INCLUDED IN THE FRANCHISE SYSTEM

The FRANCHISE SYSTEM includes all SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS (i.e., green waste and food waste) placed out for collection at COMMERCIAL ESTABLISHMENTs within the CITY limits. All CUSTOMERs are required to subscribe, at a minimum, to once-per-week collection of SOLID WASTE and COMMINGLED RECYCLABLES collection using the CONTRACTOR serving the applicable FRANCHISE ZONE. CONTRACTORs will be required to maintain an AB 939 COMPLIANCE PERMIT from the CITY.

2.3 CUSTOMER SERVICE, OUTREACH AND EDUCATION/TRAINING

Customer service and communication is a critical part of the CITY's FRANCHISE SYSTEM. The CITY will be the first point of contact for CUSTOMER inquiries. It is the intention of the CITY that all forms of communication, including internet and mobile device applications, will be utilized to record and respond to CUSTOMER needs. SANITATION's CALL CENTER will receive all CUSTOMER calls at 1-800-773-CITY and route the inquiry to the appropriate CONTRACTOR, as necessary, for prompt resolution as prescribed by CONTRACTOR performance standards (see Section 2.4.8).

The following sections describe the customer service, billing and payment requirements that CONTRACTORs are expected to meet. Table 2-7, Performance Standards and Liquidated Damages, presents the liquidated damages that CONTRACTORs will be subject to for failing to meet certain performance standards.

2.3.1 CUSTOMER SERVICE BUSINESS PROCESSES AND CAPABILITIES

Each CONTRACTOR will be required to perform the following customer service related activities:

- Maintain a fully staffed call center, at the CONTRACTOR'S facility, open 24 hours, 7 days per week to receive and resolve all CUSTOMER inquiries and service complaints. Each CONTRACTOR must provide a web site specifically for providing service for the CITY's FRANCHISE SYSTEM. This web site shall include on-line billing services, account set up and closing functionality, complaint reporting forms, service request forms, information regarding rates and service options, and programmatic information to be determined by the CITY, and be linked to the CITY's web site.
- CONTRACTOR'S call center Telephony system that will provide reporting on:
 - Percentage of calls answered within specified period of time (after the call is transferred from the CITYs call center to CONTRACTORs call center)
 - Percentage of calls/chat sessions directed to call center staff where the customer disconnects before being responded to
 - Amount of time it takes the Call Center Staff to complete a customer support call/session, including all documentation
 - Average amount of time required to pick up a call
 - Average amount of time callers spend in agent-induced hold

- Percent of logged in time spent in a “work” state (for calls, a work state is generally talk and after call work time)
- Average amount of time it takes to respond to a non-real time contact (web, email , etc.)
- Total number of contacts received for processing per day
- Answer referred calls from SANITATION’s CALL CENTER within four (4) rings, for at least 95 percent of total calls received.
- Respond to CUSTOMER complaints, service requests and other CUSTOMER inquiries transmitted by mobile device applications to be developed specifically with the CITY to support FRANCHISE SYSTEM customer service.
- Participate in the execution of programs, as the CITY deems necessary, to acknowledge and reward CUSTOMERS that implement innovative strategies to meet the CITY’s ZERO WASTE goals.
- Maintain an adequately staffed CUSTOMER RESPONSE FIELD SERVICES function to address customer service issues promptly, without involvement of CITY staff.
- Participate in any business process development and training required to effectively execute all customer service related activities requiring CITY and CONTRACTOR involvement.
- Provide accurate monthly and annual reporting of CONTRACTOR service performance; the format for this report will be established by the CITY.
- Meet or exceed all customer service performance standards (Table 2-7), including standards required to meet the needs of CUSTOMERS with unique or special needs as described in Section 2.4.4
- CONTRACTOR shall provide a “Customer Service Center” in each zone awarded. The Customer Service Centers shall be staffed during normal business hours 6 days per week (Monday – Saturday) and allow CUSTOMERS to make service enquiries and pay bill by cash, check, debit and credit cards.

2.3.2 OUTREACH AND EDUCATION

Outreach and Education will be continuously provided to CUSTOMERS through and by the CONTRACTOR. In the proposal, each PROPOSER will describe their vision and strategic initiatives to engage and inform CUSTOMERS of the programs and services available to them under the AGREEMENT.

Each CONTRACTOR will be required to perform the following outreach and education activities:

- Implement CUSTOMER outreach and education strategies as specified in the CONTRACTOR’s AGREEMENT.
- Submit for CITY review and approval all communications to the public prior to distribution
- Utilize CITY designed and produced outreach material, web hosted material, and other outreach and education media that the CITY deems necessary to advance the goals of the FRANCHISE SYSTEM, as specified in the CONTRACTOR’s proposal
- Educate CUSTOMERS prior to and after the service start date, regarding service options, requirements regarding source separation and other information that will promote a high level of customer service and diversion
- Educate CUSTOMERS on the best practices on managing hazardous material including electronic waste (e-waste)

- Work with community groups, educational institutions, business groups and/or non-profits in order to assist in providing outreach and information regarding collection services, particularly focusing on COMMINGLED RECYCLABLES and ORGANICS collection and waste prevention

Potential strategies for outreach are presented below in Table 2-1

Table 2-1

POTENTIAL STRATEGIES FOR OUTREACH

| | |
|---|--|
| Outreach campaigns conducted at MULTIFAMILY and COMMERCIAL ESTABLISHMENTS | <ul style="list-style-type: none"> • Identification of Outreach CUSTOMERs (e.g., who they are, what their concerns are, how do they do business, etc.) • Outreach themes that address the concerns of each CUSTOMER type (e.g., recycle at work, in your apartment/condo, restaurant ORGANICS, waste prevention, etc.) • Materials needed for different CUSTOMER types (e.g., desk-side bin premiums, multifamily ORGANICS pail, multifamily reusable indoor bag, indoor color coded kitchen bins, compostable kitchen bag liners, reusable bags, etc.) • Campaign frequency (e.g., one-time, annual, quarterly, monthly, on-going) • Number of CUSTOMERs to be targeted for each CUSTOMER type and how they will be reached (e.g. specific outreach theme or method) • Number and title of staff to be assigned to outreach campaign • Type of metrics collected to analyze the effectiveness of the campaign • Reporting and effectiveness analysis of campaign to be provided to CITY |
| Community Engagement | <ul style="list-style-type: none"> • Community groups, educational institutions, business groups and/or non-profits that the CONTRACTOR plans to engage in order to assist in providing outreach and information regarding collection services, particularly focusing on COMMINGLED RECYCLABLES and ORGANICS collection and waste prevention • Types of metrics collected to analyze the effectiveness of the community engagement plan • Reporting mechanism for reporting community engagement statistics and analysis to CITY |

2.3.3 BILLING

Each CONTRACTOR is responsible for:

- Establishing, preparation and execution of a service agreement with each CUSTOMER,
- Monthly billing of all of its CUSTOMERs,
- Collection of payments (including late payments and bad debts),
- Receiving, and accurately recording and accounting of payments.

The CITY assumes no liability for bad debts (either those owed to the CONTRACTOR or a previous service provider). CONTRACTORs shall not suspend service before the CUSTOMER is 90 days past due.

Each CONTRACTOR is responsible for providing a smooth transfer of account information from the CUSTOMER's previous service provider to the CONTRACTOR. To ensure this, CONTRACTORS will:

- Be responsible for obtaining all information from the CUSTOMER required to accurately bill and collect payments from the CUSTOMER.
- Provide CUSTOMERS, prior to the transition of service, with easy to understand information regarding how to pay bills, contact the CONTRACTOR regarding account set up questions, etc. CUSTOMERS shall be provided the option to pay electronically (via the web, ACH debit, or e-check) as well as by mail.

Service agreements will follow a template provided by the CITY.

Billing throughout the CITY will be presented using the same format. Ensuring clear and uniform use of terms for the same service provided, clear descriptions of the services being charged, all billing procedures, and messaging for additional information (including, but not limited to: telephone numbers, web links, new program information, an announcement of Christmas tree collection services in December, any promotions, customer education, etc.). All CITY-approved EXTRA SERVICES provided will have a clear description and presentation of charges, including the dates that those services were provided and their unit prices.

Fees shall be paid by the CONTRACTOR to the CITY quarterly. Within 30 days after the end of the last calendar month of each quarter, each CONTRACTOR shall transmit to the CITY all FRANCHISE FEES and AB 939 FEES owed for the prior quarter, along with supporting documents to show the calculation of fees.

At its discretion, the CITY may audit a CONTRACTOR's billing practices, billing and payment receipt data and other billing related activities. CONTRACTORS shall comply and cooperate with CITY's auditors at no cost to the CITY or CUSTOMERS.

2.3.4 TECHNOLOGY REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, as well as all other elements of the RFP. These requirements shall commence at the beginning of the transition period. This section starts with high level functional requirements followed by detailed technical requirements.

2.3.4.1 FUNCTIONAL REQUIREMENTS

Each CONTRACTOR will be required to fulfill the following functionality elements:

1. Customer Service, Outreach and Education

- Respond to, update status and provide notifications on customer support requests that are forwarded from the CITY. Requests are submitted to the CITY via Internet/web, automated phone system, or email. CONTRACTOR systems are expected to respond to requests 24/7.
- Allow CUSTOMERS forwarded from a CITY website to update account information, pay and view historical billing information and track current status and location of collection vehicles

- Allow CITY staff to view up to date CUSTOMER service levels
- Track and report customer outreach and educational activities and their effects

2. Field Operations

- Track and provide details on CUSTOMER service levels and extra services provided
- Provide vehicle inventory prior to implementation of the program and provide monthly updates. The vehicle inventory shall include, but not limited to, a list of all vehicles to be utilized to fulfill the requirement of the AGREEMENT by make, model (including VIN Number), and function, such as the collection of BLUE BINS
- Provide hauling route details prior to implementation of the program and provide monthly updates
- Track and provide details on vehicle inspections, location data and vehicle operational data
- Capture and provide photographic and/or video surveillance from collection vehicles in a digital format
- Track and submit details relating to accidents, incidents or collisions

3. SOLID RESOURCES Collection

- Track and report on quantities of SOLID WASTE, RECYCLABLES, and ORGANICS collected

4. Cost and Fee (Franchise Administration) Information

- Track and provide details of CUSTOMER billing, GROSS RECEIPTS, fees and liquidated damages due to the CITY

Data elements for reporting are listed in Table 2-6. The format of these individual reports will be Comma Separated Value (CSV), unless otherwise noted. The reports shall be uploaded to a CITY provided Secure File Transfer Protocol (SFTP) server. Naming convention and folder hierarchy will be provided at a later date.

2.3.4.2 CUSTOMER SERVICE

The CITY is to be the first point of contact for customer service inquiries, referred to as service requests, regardless of how the CUSTOMER contact is initiated. CUSTOMERs are to be given a number of ways to initiate service requests, complaints and inquiries either through phone, Internet/website, and mobile/smart-phone application.

The CONTRACTOR will be responsible for following service request workflow and procedures for updating and closing service requests that will meet the CITY's standards, which will be provided at a later date. Additionally, the CONTRACTOR will be responsible for properly training their customer support staff on these processes.

The CONTRACTOR will maintain the integrity and measurability of the customer service process and ensure high quality customer service. The CONTRACTOR will be required to use the CITY's Siebel Customer Relationship Management (CRM) system for all service requests. The CONTRACTOR will be required to purchase sufficient client licenses to cover the CONTRACTOR's customer support staff and agree to and sign a system use policy for the CRM, licensing, and associated network resources.

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Appendix 1.7. Beyond the CITY provided CRM for service requests, the CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, and fleet tracking.

1. Web Standards

- The CONTRACTOR shall utilize the CITY's website and customer portal. This requirement applies to websites and mobile applications. This includes home page, site registration, and site navigation.

2. Call Center Access to Customer Service

- SANITATION's CALL CENTER will be the first point of contact for CUSTOMERS. Requests will be routed to the CONTRACTOR's call centers.

3. Customer Self-Service Requirements

- The CONTRACTOR shall provide automated self-service options for requests that can be handled without CSR assistance if this method is preferred by the CUSTOMER. However, the CUSTOMER should be able to access immediate assistance via call center support. The CUSTOMER should also be able to utilize a mobile application with similar capabilities to the website functionality defined below.

4. When a CUSTOMER is routed from the CITY's website to the CONTRACTOR's site for customer service, the visitor should have the option to:

- Log into a secure site to access information, make payments, and track current fleet locations for their route. Customer account validation must be included.
- View unsecured information without needing to log into the system (i.e., as a visitor). Unsecured information includes, but is not limited to, education and outreach information, standard service descriptions and service pricing information. Visitors should also be able to interact directly with CONTRACTOR customer service representatives through email regarding billing inquiries. A log of this information must be kept and reported to the CITY, including noting if the issue was resolved to the CUSTOMER's satisfaction.

5. The following CUSTOMER transactions will be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level and pickup schedule options.
- Closing an account including a request for a final bill and pickup. The CUSTOMER should also be notified of the related container removal services that will take place as a result of the closure of their account.
- Modifying service levels (add or delete services, change pick-up frequency).
- Submitting billing information inquiries via email or chat. The CUSTOMER must receive an acknowledgement and an estimated response time.
- Viewing bin information for their currently assigned and pending containers. This may include photo and location information.
- Identifying the next service date (this is especially important when the pickup date is impacted by a holiday or other schedule change).

6. The CUSTOMER must be able to view their most recent invoice and payment information along with the next invoice date. The CUSTOMER shall be able to see the details of past invoices. The invoice information displayed should include, but is not limited to:
 - Monthly Service Fee
 - One-time fee service invoicing
 - Per Container Charges
7. The CUSTOMER must be able to view and make account payment. The payment information displayed should include, but is not limited to:
 - Amount due/outstanding balance
 - Payment options and methods
 - Account status (current, past due, delinquent)
8. The CUSTOMER should be able to view the current location of the waste hauling vehicle servicing the CUSTOMER's premise. Location information shall be accurate to within a 10 minute window
9. Customer Notifications will be offered via voice, email, text and other technologies as they become available. Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
 - Notification within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (such as locked mechanism, obstructed access, contamination, etc.)
 - Notification of route change
 - Notification of excess waste, any fees to be assessed (in the case of excess solid waste) and the expected corrective action
 - Notification of any claim of a damaged container resulting from CUSTOMER negligence or destruction. The notification should inform the CUSTOMER of any fees to be assessed and the expected corrective action.
 - Notification when container is missing at the time of their regularly scheduled collection. If the missing container is discovered by the CONTRACTOR, the CUSTOMER should be directed to the transactions necessary to correct the issue. If the CUSTOMER reports a missing container, the CONTRACTOR should take the necessary actions to restore or replace the container to the correct location. If the container has been moved, the CUSTOMER account should be updated to reflect the new location.

2.3.4.3 FIELD OPERATIONS

PROPOSERS are expected to utilize appropriate technologies (software and hardware) to meet the CITY's requirements for field operations data reporting as described in Section 2.4.6. All hauling trucks are expected to be equipped with data recording capabilities to capture data from global positioning system (GPS) devices, vehicle dynamics monitoring, lift monitoring, container ID readers and engine performance monitoring systems. This data will be communicated from the truck in real-time and maintained by the hauler either directly or through a third party service. These systems allow for the monitoring of fuel consumption, idle time, unsafe driving practices, vehicle maintenance, engine emissions, and container lifts. In addition, these systems can be used to document irregular situations (such as spills, overflow conditions, hazardous material discovery, inaccessibility, etc.).

1. Fleet Details

CONTRACTORS will be expected to record and report on measures relating to field operations for each truck in their fleet. Prior to the start of service date, CONTRACTORS shall provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type. Changes to the fleet will be reported to the CITY on a monthly basis. CONTRACTORS will provide a summary of daily vehicle safety inspection reports and safety issue remediation on a monthly basis.

2. Route Information

CONTRACTORS are expected to provide monthly summary reports to the CITY. This report shall detail collection services provided by route and by truck and includes, but is not limited to, vehicle miles traveled, vehicle hours traveled, idle time, unsafe driving practices, and vehicle safety issues. The CONTRACTOR will allow for detailed tracking information to be accessed by CITY staff to aid in dispute resolution. Route information and subsequent changes to routes shall be provided by the CONTRACTOR to the CITY in a format compatible with the CITY's Geographic Information System (GIS).

3. Photo and Video

All hauling trucks are expected to have photo and video recording equipment to document EXTRA SERVICES that are billed for, safety incidents, spills, VMTs and other items that may be of interest to the CITY. CONTRACTORS are expected to retain these photos and video in an electronic format for a year, indefinitely if there is an open dispute associated event captured, and provide to the CITY upon request (e.g., during a CUSTOMER billing dispute investigation).

2.3.4.4 Service Level Reporting

Prior to service start date, CONTRACTORS are expected to provide the CITY with a list of CUSTOMERS and their respective service levels including bin size for each waste type, number of each type of bin, and frequency of collection (number of pickups per week). This detail must also be cross-linked to the CITY's account database. CONTRACTORS are expected to maintain service level information in an electronic database and to provide the CITY with monthly reports detailing changes in service levels.

2.3.4.5 SOLID RESOURCES Collection Reporting

CONTRACTORS are expected to maintain an electronic database of tonnages for each waste stream collected and delivered to transfer station, landfill or processing facilities from each truck with route details on a daily basis. CONTRACTORS will provide the CITY with monthly reports detailing this data.

2.3.4.6 Franchise Administration

CONTRACTORS are expected to electronically retain all records related to their Franchise AGREEMENT with the CITY. Detailed reports including CUSTOMER billing by service level, GROSS RECEIPTS, fees and liquidated damages due to the CITY will be required on a monthly basis.

2.3.5 CUSTOMER SERVICE AND TRANSITION PLAN

2.3.5.1 TRANSITION PERIOD

A Draft Transition Plan shall be submitted by the PROPOSER. The Transition Period begins when the AGREEMENTs are executed, and extends nine (9) months after the service start date of the FRANCHISE SYSTEM. The service start date is expected to begin in January 2017, however, the exact start date will be determined by the CITY upon the execution of the AGREEMENTs.

PROPOSERS shall provide strategies for providing a smooth transition to the FRANCHISE SYSTEM in each FRANCHISE ZONE or FRANCHISE ZONE BUNDLE for which they submit a proposal, including processes for quickly rectifying any problems that may arise during Transition Period. These strategies will be considered a part of the evaluation package. The following sections describe in more detail what will be expected of CONTRACTORS during the Transition Period.

2.3.5.2 TRANSITION TEAM – CONTRACTOR PARTICIPATION REQUIREMENTS

Each PROPOSER awarded a FRANCHISE ZONE will be required to participate in a CITY-led joint Transition Team that will include all CONTRACTORS, CITY staff, and other transition staff, as designated by the CITY. Transition Team meetings will occur frequently (potentially weekly), and attendance is mandatory. Meetings of the Transition Team will begin within one (1) week after all AGREEMENTs are executed, and continue as long as the CITY deems necessary.

2.3.5.3 TRANSITION SCHEDULE AND PLAN REQUIREMENTS

Each PROPOSER that is awarded a FRANCHISE ZONE shall submit a final Transition Plan within two (2) weeks of the execution of the AGREEMENTs. Table 2-2 presents the major milestones that shall be met to ensure a smooth transition of the FRANCHISE SYSTEM. Each PROPOSER shall include a schedule that will work for their organization and each FRANCHISE ZONE or BUNDLED FRANCHISE ZONES. Proposed due dates for each of the milestones listed below shall be submitted (see Form 7 – Proposed Transition Plan in Appendix 3). The CITY reserves the right to change the schedule, as required to meet the start of service date. The current goal for the FRANCHISE SYSTEM is the start of service date of January 9, 2017.

Within one week of the execution of AGREEMENTs, all CONTRACTORS shall attend all mandatory Transition Team meetings.

TABLE 2-2
TRANSITION PLAN SCHEDULE

| Milestone | Due Date |
|--|--|
| PROPOSERS submit proposed Draft Transition Plan with Proposal | |
| Successful PROPOSERS submit final draft Transition Plan - within (2) two weeks after execution of the AGREEMENTs | Dates to be proposed by CONTRACTOR using Form 7 – Proposed Transition Plan |
| Kickoff meeting of Transition Team – potential weekly mandatory meetings of Transition Team thereafter | |
| Risk Reviews/Fatal Flaw Assessments (with Transition Team) | |

TABLE 2-2
TRANSITION PLAN SCHEDULE

| Milestone | Due Date |
|---|-----------------|
| Initial CUSTOMER List | |
| Initial CUSTOMER contact | |
| Account transfer, set up and billing | |
| CONTAINER removal | |
| CONTAINER procurement, delivery, and labeling | |
| Call Center and Field Services staffing | |
| Problem resolution | |
| Clean fuel collection vehicles procurement | |
| GPS of vehicles | |

2.3.5.4 SETTING UP SERVICE WITH CUSTOMERS

CONTRACTORS shall establish processes for contacting and setting up accounts for its CUSTOMERS. Each CUSTOMER shall be provided information about the methods by which bills can be paid, information on how to access account information and customer service, and rules related to payment (i.e., such as penalties for late payment).

PROPOSERS shall establish processes for educating customers about new service options, service requirements schedule for the exchange and or delivery of CONTAINERS, SOURCE-SEPARATION requirements, and rates. CUSTOMERS shall be provided information for all service level options available to them and the EXTRA SERVICES rates and options.

PROPOSERS shall develop and implement business processes in anticipation of a high volume of calls prior to and after transition and to have in place trained staff to address both high call volumes and a large number of field service requests. This plan shall include the approach to hire temporary field, customer service, office and any other staff necessary for the transition, as well as emergency staff for unusual events.

2.3.5.5 CONTAINER TRANSITION PLAN

PROPOSERS shall present their plan for procuring necessary CONTAINERS, the removal of CONTAINERS that they do not intend to use and hiring additional staff, as necessary. PROPOSERS shall prepare and execute a CONTAINER delivery plan to ensure that all CUSTOMERS have the appropriate CONTAINERS in accordance with the transition plan in each AGREEMENT. The plan shall reflect any plan to use or purchase existing containers, as well as the procurement and placement of new CONTAINERS. Recycling CONTAINERS already placed for the CITY's Multifamily Residential Recycling Program will remain for use by the CONTRACTOR.

2.4 SERVICE PLAN

2.4.1 COLLECTION SERVICES

All COMMERCIAL ESTABLISHMENTS shall receive a base package of services that includes SOLID WASTE collection and COMMINGLED RECYCLABLES collection. ORGANICS service shall continue to be provided to all CUSTOMERS that currently participate in the ORGANICS programs. ORGANICS collection must be available and provided to all CUSTOMERS that request it, at the start of service.

Collection of SOLID RESOURCES shall conform to the CUSTOMERs service needs. The rate charged to CUSTOMERs for SOLID WASTE service shall include a container for COMMINGLED RECYCLABLES of any size requested by the CUSTOMER at no additional charge.

Collection of COMMINGLED RECYCLABLES shall be at the collection frequency of SOLID WASTE. However, if a CUSTOMER wants the BLUE BIN collected at a frequency higher than SOLID WASTE, the CUSTOMER will be charged the rate established in the AGREEMENT for additional collection service.

CUSTOMERs shall receive at least one collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS (if the CUSTOMER receives this service), Monday through Saturday. CUSTOMERs may request and receive Sunday collection services for an additional cost. PROPOSERs are required to propose a rate for Sunday collection.

CONTRACTORs shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERs and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints. All CONTAINERs, including BLUE BINs, shall be delivered to CUSTOMERs on or before a date to be determined in AGREEMENT negotiations.

Section 2.7 describes how PROPOSERs are expected to prepare their cost proposals for SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS.

2.4.1.1 SPECIFIC REQUIREMENTS FOR MULTIFAMILY CUSTOMERS

The CITY currently provides a valet recycling service for approximately 18,000 MULTIFAMILY accounts CITY-wide. CONTRACTORs shall be required to continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that currently receive this service. PROPOSERs shall include the cost of valet service for MULTIFAMILY CUSTOMERs within their cost proposal, not as a separate charge. Valet service requires the CONTRACTOR remove and replace collection CONTAINERs from within the building or an enclosure. PROPOSERs shall perform their own due diligence regarding how this service is currently being performed for accounts within the FRANCHISE ZONES for which they wish to propose in order to include this service for MULTIFAMILY accounts within their cost proposals at no additional charge to these MULTIFAMILY accounts.

Bulky items and WHITE GOODS from MULTIFAMILY ESTABLISHMENTS will continue to be collected by the CITY as per Los Angeles Municipal Code Section 66.41. Bulky items and WHITE GOODS from other COMMERCIAL ESTABLISHMENTS will be collected and charged as shown in Table 2.3, Extra Collection Services and Associated Fees.

2.4.1.2 SPECIFIC REQUIREMENTS FOR EXISTING ORGANICS CUSTOMERS

Approximately 846 COMMERCIAL ESTABLISHMENTS currently receive food waste collection service and CONTRACTOR must provide these services to COMMERCIAL ESTABLISHMENTS that request food waste collection. An additional number of CUSTOMERS currently receive yard waste collection service. PROPOSERS who are awarded CONTRACTs in FRANCHISE ZONES where these CUSTOMERS are located shall continue to provide these services to CUSTOMERS. CONTRACTOR shall actively encourage participation in ORGANIC DIVERSION. Ultimately ORGANIC recycling shall be provided to all COMMERCIAL ESTABLISHMENTS that produce ORGANICS. There will be a charge for this service in addition to SOLID WASTE collection service. Section 2.6.2, Organics Implementation Plan, provides additional information about ORGANICS collection service requirements.

2.4.1.3 COLLECTION DAYS AND HOURS

CONTRACTORS shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS Monday through Saturday, fifty two (52) weeks per year, excluding certain HOLIDAYS (listed below), at regular collection rates.

Collection of SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS shall be performed Monday through Saturday only between the hours of 6:00 am and 9:00 pm within 200 feet of any residential building, per City of Los Angeles Municipal Code SEC. 113.01, Rubbish And Garbage Collection And Disposal. Collection from COMMERCIAL ESTABLISHMENTS farther than 200 feet from any residential building may be conducted Monday through Sunday at any time of day, which follows the needs of the CUSTOMER.

Collection service will not be provided on the following HOLIDAYS, except as directed by the Director of SANITATION:

- New Year's Day
- Labor Day
- Independence Day
- Thanksgiving
- Christmas

If a CUSTOMER's collection service day happens to fall on one of these HOLIDAYS, collection shall be performed on the following CALENDAR DAY.

CONTRACTORS are expected to plan around these limitations to provide the quickest possible collection of on-call and missed collection services.

PROPOSERS are responsible for understanding and complying with any street use restrictions, or other local regulations that may impact how, when, and where they may provide collection services in each FRANCHISE ZONE for which they submit a proposal. The CITY will not assume any responsibility for a PROPOSER's failure to perform proper due diligence related to any factors that may impact the PROPOSER's collection operations.

2.4.1.4 EXTRA SERVICES

The CITY has established the following list of other services, which CONTRACTORS shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 2-3 shall be provided at no extra cost to the CUSTOMER, unless approved by the CITY manager. Items listed in Table 2-3 below with an X shall be proposed by the PROPOSER and negotiated, if the PROPOSER is selected. EXTRA SERVICES will be increased annually in accordance with the formula specified in Section 6.23.4.

TABLE 2-3
EXTRA COLLECTION SERVICES AND ASSOCIATED FEES

| Service | Condition under which fee applies | Total Rate |
|--|--|-------------------|
| <u>Locks</u> | | |
| Gravity Lock Installation – Per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$25 |
| Lockbar Installation – Per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$25 |
| Locks for CONTAINERs – Per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and Locking CONTAINERs – Per CONTAINER | CUSTOMER request – per CONTAINER per pick up rate | No charge |
| <u>Distance/Access</u> | | |
| Distance Charge Between 100-200 ft | Site requirement, per CONTAINER per pickup charge | \$25 |
| Distance Charge Over 200 ft | Site requirement, per CONTAINER per pickup charge | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to electronic customer service system with 24 hours, notify CUSTOMER within 2 hours. | \$50 |
| Entering Secured Building/Unlocking and Locking Gates | CUSTOMER request – per CONTAINER per pickup charge | \$10 |
| <u>Supplemental Cleaning</u> | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| <u>CONTAINER Replacement/Repair</u> | | |

TABLE 2-3
EXTRA COLLECTION SERVICES AND ASSOCIATED FEES

| Service | Condition under which fee applies | Total Rate |
|--|---|--|
| Repair or Replacement of CUSTOMER Owned CONTAINER(s) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety/operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement. | \$60 per repair hour plus materials, no charge for pick up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(s) – Normal Wear and Tear or CONTRACTOR Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERs for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| <u>Overflow of Materials</u> | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to electronic customer service system with 24 hours, notify CUSTOMER within 2 hours | Equal to fee for 32 gal SOLID WASTE cart |
| <u>Administrative Fees</u> | | |
| Re-instatement fee (i.e., returning CONTAINER (s) after service stopped) | CUSTOMER request – Fixed Fee | \$70 |
| Late Payment fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is more |
| <u>Return Check Fee</u> | CUSTOMER remits payment using check rejected due to insufficient funds | \$25 |
| <u>Other Fees</u> | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee– Per Item | CUSTOMER request – Fixed Fee Per Item | \$35 |
| Collection of WHITE GOODS – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |
| Collection of Mattress – Per Item | CUSTOMER request – Fixed Fee Per Item | \$40 |
| Idle Time Charge | If driver has to wait in excess of 15 minutes (documented using GPS technology) | \$15 per every 15 minutes |

2.4.2 CONTAINER REQUIREMENTS

2.4.2.1 CONTAINER SIZES

CONTRACTORS shall offer the following CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(s):

TABLE 2-4
CONTAINER TYPES AND SIZES

| CONTAINER Type | CONTAINER Size Choices |
|---|--|
| SOLID WASTE and COMMINGLED RECYCLABLES (Cans/Carts, CONTAINERS/ Compactors) | 32 gallon, 64 gallon, 96 gallon, 1-8 cubic yard detachable or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, yard trimmings) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS CONTAINERS (Cans/Carts, detachable CONTAINERS, COMPACTORS) | The CONTRACTOR may limit CUSTOMERS Cans/Carts and CONTAINERS to 4 cubic yards or less, as necessary to account for weight limitations. |

The CONTRACTOR shall provide new or replacement CONTAINERS within two (2) business days after notice from the CITY or request (phone, email or written) from a CUSTOMER.

CUSTOMERS may elect to own or secure Cans, Carts, CONTAINERS (including COMPACTOR CONTAINERS) and/or ROLL OFF CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS containers shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by their front, side load, rear load, tilt frame or other collection vehicles. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY. The appeals process will be specified in AGREEMENTs.

The CONTRACTOR shall investigate the possibility of refurbishing existing CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMER.

A CONTRACTOR may provide previously used containers to a CUSTOMER as long as the containers have been refurbished to like-new condition, pressure washed and repainted if necessary before being supplied to the CUSTOMER. CONTAINERS shall meet the specifications listed in Table 2-5.

2.4.2.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the following specifications:

TABLE 2-5
CONTAINER SPECIFICATIONS

| CONTAINER Type | Specifications |
|---|--|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> • CONTRACTOR provided serial number • Prominently display account address on CONTAINER • CITY 1-800-773-CITY CALL CENTER contact information on CONTAINER and web site • Rodent and insect proof • Leak proof • No jagged edges or holes • Compliant with CITY Fire Code • Follows CITY-wide color coding and displays the appropriate materials for the CONTAINER (approved by the CITY) • All plastic CONTAINERS shall consist of a minimum of 30% recycled content. |
| Cans/Carts (SOLID WASTE) | <ul style="list-style-type: none"> • Black or Grey • Lightweight durable plastic, galvanized or sheet metal • At least two wheels • Tight fitting lid with handle • At least one handle to facilitate transport across pavement • “Solid Waste Only” label (approved by the CITY) |
| CONTAINERS/Smaller COMPACTORS (SOLID WASTE) | <ul style="list-style-type: none"> • Black or Grey • Metal or plastic • A least four wheels • Tight fitting lid with handle (CONTAINERS) • At least one handle to facilitate transport across pavement • “Solid Waste Only” label (approved by the CITY) |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | <ul style="list-style-type: none"> • Black or Grey (SOLID WASTE), blue (COMMINGLED RECYCLABLES), green (ORGANICS) • Metal • Tight fitting, impermeable screen lid, or covered by tarp during transport • At least two wheels • Label describing materials that can be placed in the CONTAINER (approved by the CITY) |
| Compactor ROLL OFF CONTAINERS (SOLID WASTE) | <ul style="list-style-type: none"> • Black or Grey • Metal • At least four wheels or track • “Solid Waste Only” label (approved by the CITY) |
| COMMINGLED RECYCLABLES (Cans/Carts, CONTAINERS, COMPACTORS) | <ul style="list-style-type: none"> • Blue (same shade as CITY residential COMMINGLED RECYCLABLES carts) • Lightweight durable plastic, or metal in the case of CONTAINERS • At least two wheels (cans/carts); four wheel for CONTAINERS • Tight fitting lid with handle • At least one handle to facilitate transport across pavement • Label describing COMMINGLED RECYCLABLES materials that can be placed in the CONTAINER (approved by the CITY) |
| ORGANICS (Cans/Carts) | <ul style="list-style-type: none"> • Green (same shade as CITY residential ORGANICS cans/carts) • Lightweight durable plastic • At least two wheels (cans/carts) • Tight fitting lid with handle • At least one handle to facilitate transport across pavement • Label describing organic materials that can be placed in the CONTAINER (approved by the CITY) |

2.4.2.3 CONTAINER MAINTENANCE AND REPAIR

All CONTAINERS shall be in good repair and absent of graffiti, or other markings, except those required and approved by the CITY.

The CITY reserves the right to direct a CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition. Repair or replacement required as result of normal wear and tear, or damage resulting from CONTRACTOR actions is at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS is at the expense of the CUSTOMER, except when caused by CONTRACTOR actions (e.g., damage caused by the CONTRACTOR). In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY. The CITY's decision shall be final.

CUSTOMERS are entitled to one free steam cleaning in a twelve month period (per CONTAINER). Additional cleanings in a twelve month period shall be at the CUSTOMER's expense.

CONTRACTORS are responsible for removing graffiti from their cans/carts, CONTAINERS (including COMPACTORS) and ROLL OFF CONTAINERS. Collection drivers shall regularly note CONTAINERS containing graffiti. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. CONTRACTOR shall provide CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge.

CUSTOMERS are responsible for removing graffiti from CONTAINERS they own. The graffiti shall be removed within five (5) business days after notification by the CONTRACTOR or the CITY. The CUSTOMER may request that the CONTRACTOR remove the graffiti, but the CUSTOMER will be billed for the work.

2.4.2.4 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) working days of a CUSTOMER's request for a container lid lock(s) for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lockbar mechanism
 - For a Lockbar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS with one master key or combination to be used by the CONTRACTOR's collection workers.

The only authorized lid lock mechanisms on CONTRACTOR owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied containers compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such containers.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to health and safety.

2.4.2.5 HORSE MANURE CONTAINERS

CONTRACTORS are required to provide horse manure collection in colored containers that are the same shade of brown as the CITY's current collection CONTAINERS. This material is to be recovered for beneficial use, either with the collected ORGANICS materials, or in another system that the CONTRACTOR selects.

2.4.3 VEHICLE AND ROUTING REQUIREMENTS

PROPOSERS are required to utilize vehicles that meet South Coast Air Quality Management District (SCAQMD) clean air and State and local fuel efficiency standards, travel daily collection routes to maximize efficiency, and meet certain other standards related to maintenance, appearance and on-board equipment.

2.4.3.1 CLEAN FUEL REQUIREMENT

All collection vehicles, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer, and (as of January 1, 2017) in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)].

2.4.3.2 REQUIREMENT FOR EFFICIENT ROUTING

PROPOSERS will include proposed vehicle miles traveled (VMT) for each FRANCHISE ZONE. PROPOSERS shall demonstrate that they have in place technologies and processes to minimize VMTs during the course of the collection day. Examples of such technologies and processes include:

- On-board route maps to ensure drivers are performing routes in the most efficient manner; and
- State of the art route optimization software (e.g., RouteSmart, Routeware, etc.) to assist in designing highly efficient collection routes.

CONTRACTORS shall have GPS systems (e.g., Zonar, Radio Satellite Integrators, ect.) installed and operating in all collection vehicles. CONTRACTORS shall track and report VMT to the CITY on a monthly basis.

2.4.3.3 OTHER VEHICLE REQUIREMENTS

Collection vehicles shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel.

All vehicles (including ROLL OFFs) used within the FRANCHISE ZONE shall be in good repair and appropriate to the collection task. Trucks shall be repainted as needed to present a uniform and tidy appearance at the CONTRACTORS expense; this includes washing trucks at least weekly, as presented in Table 2-7.

All CONTRACTOR vehicles used within the FRANCHISE ZONE shall identify the truck as Franchise hauler for the City of Los Angeles, bear the CITY's 1-800-773-CITY contact

information, and the name and telephone number of the CONTRACTOR, and bear a serial number coded for that vehicle. The CITY shall provide the form and format of the identifying placard/decal. No advertising shall be permitted on the vehicles, other than the name of the CONTRACTOR, and CITY required educational information.

The number of collection vehicles (including spares) shall be sufficient to service all FRANCHISE ZONE CUSTOMERS at the frequency of collection specified. Trucks utilized for the FRANCHISE shall be dedicated to CITY FRANCHISE system.

2.4.4 SPECIAL SERVICE REQUIREMENTS

HOSPITALS

The CONTRACTOR will also be required to meet the unique needs of each HOSPITAL located within their respective FRANCHISE ZONE. A responsive proposal must include satisfactory evidence of the PROPOSER'S capacity to fulfill the following requirements:

1) OPERATIONS & CERTIFICATION REQUIREMENTS

- a) CONTRACTOR/SUBCONTRACTOR and the software used under the AGREEMENT shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, CCMIA and any other applicable federal or state privacy rules and regulations.. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information.
- b) During the term of this AGREEMENT and for a period of four (4) years after the termination hereof, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the Contractor, which are necessary to verify the costs of the contract.
- c) CONTRACTOR agrees that the Department of Health and Human Services and the Controller General of the United States shall have the right of access to all books, documents, and records of the Contractor, which are necessary to verify the costs of the of the services provided.
- d) CONTRACTOR shall comply with Hospital's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon hospitals.
- e) All equipment, containers or items furnished by CONTRACTOR under this program will comply with all agencies having jurisdiction over the hospital. These include but are not limited to federal, state and health oversight agencies, CMS, JTC, and OSHA. CONTRACTOR further agrees that as these agencies modify their standards and requirements CONTRACTOR will promptly exchange and replace any such equipment, containers, or items as necessary.
- f) CONTRACTOR shall assure that the integrity of the Hospital waste stream from pick up to ultimate disposal is uncompromised, and that PHI is not improperly used or disclosed under any circumstance.
- g) CONTRACTOR attests that Contractor has never been listed on any government database (including but not limited to LEIE and EPLS) excluding them from government contracts, participation in federally funded health care programs, nor the Department of

the Treasury's list of Specially Designated Nationals. CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. Contractor shall notify the City if it or any of its workforce members become excluded.

- h) All CONTRACTOR and SUBCONTRACTOR staff assigned to hospitals must comply with Hospital's medical screening and testing requirements.
- i) Contractor employees assigned to Hospital will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy. Contractor will ensure such background check has been completed within the six-month period preceding the assignment, or for the period defined by Hospital and advise hospital of any felony conviction to allow for review and a determination as to the acceptability of Contractor employee. Contractor will maintain documentation of criminal background checks and will make that documentation available to Hospital upon request. Contractor will also be responsible for completing such other background checks as may be required by Hospital
- j) CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission Standards at no cost to Hospital.

2) SERVICE PROVISION REQUIREMENTS

- a) The CONTRACTOR shall provide a dedicated point of contact to hospitals who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from hospital to hospital.
- b) The CONTRACTOR shall prioritize collection for hospitals in the event of any interruption in operations of the franchisee, for any reason, including but not limited to business failure, or natural disaster
- c) The CONTRACTOR shall detail response procedures for emergency situations (such as hazardous waste or other contaminants commingled with solid waste)
- d) Contractor shall provide semi-annual audits to identify trends of Hospital waste volume, recycling quantities by type, etc. at no cost to Hospital.
- e) CONTRACTOR shall develop a driver- training program that fully addresses the unique needs of each hospital.
- f) CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, such as with respect to PHI labeling (IV bags and medication bottles as an example).
- g) CONTRACTOR shall perform a waste assessment at no cost to the hospital prior to the commencement of service. This waste assessment would include, but not be limited to, a review and approval of the type, size, and location of all waste containers, and a report identifying the impact of waste handling and pickups on the workflow of hospital staff on floors, clinical areas, and the loading dock and receiving yard.
- h) CONTRACTOR shall monitor and stay abreast of changes in federal, state or local rules and regulations and be able to implement those changes throughout the duration of the AGREEMENT.
- i) CONTRACTOR shall take any steps necessary to insure that the current waste diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall at a minimum continue. CONTRACTOR shall work with the Hospital to explore opportunities to increase the recycling and waste diversion opportunities.

- j) Contractor shall have electronic delivery methods and capable of full report analyses reflecting total purchases, volume, and costs can be run at the user's convenience without additional cost to Hospital.
 - k) Contractor agrees to identify and adhere to BMP's (Best Management Practices) where applicable in all areas of the contract.
- 3) Additionally, hospitals often have unique service needs and programming goals. PROPOSER shall address, at minimum, the following requests.
- a) Ability to commit to response time to hospitals' complaints, changes in volume or emergency pickup situations and proposed response time.
 - b) Ability to commit to specific collection windows (often hospitals need waste picked up within a predetermined window).
 - c) Ability to provide necessary resources and accommodate any specialized recycling requirement.
- 4) SERVICE COMMITMENTS
- a) In the event the CONTRACTOR is unable to provide a discreet and specific operational request or requirement of a HOSPITAL, CONTRACTOR shall utilize a City-approved SUBCONTRACTOR to provide those specific services. The CITY shall consult with the HOSPITAL in the assignment of the SUBCONTRACTOR;
 - b) In the event the CONTRACTOR fails to provide the SOLID WASTE services as required by a HOSPITAL, the CITY shall provide those services temporarily until which time the CONTRACTOR is able to meet service requirements, a new FRANCHISEE assumes exclusive responsibility for collection and processing in that service zone, or a City-approved SUBCONTRACTOR is selected. The CITY shall act as sole arbiter in determining CONTRACTOR failure. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY and the HOSPITAL for the CONTRACTOR'S failure to provide those services. The CITY shall consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.
 - c) In the event the CONTRACTOR commits a material breach of the franchise contract as it relates to the service of a HOSPITAL, the CITY shall provide those services temporarily until which time the CONTRACTOR can begin service or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that service zone. The CITY shall act as sole arbiter in determining the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY and the HOSPITAL for the CONTRACTOR'S failure to provide those services. The CITY will consult with and will keep the affected HOSPITAL abreast throughout the process noted herein.

Christmas Tree Recycling

CONTRACTORS shall be responsible for the Christmas Tree collection services for all of their CUSTOMERS.

2.4.5 CONTINGENCY PLAN

2.4.5.1 LABOR PEACE AGREEMENT

In accordance with Section 66.33.6(c) of the Los Angeles Municipal Code, the CONTRACTOR shall provide satisfactory evidence that it, and any SUBCONTRACTOR who will provide collection services, are a party to labor peace agreement(s) with any labor organization that represents any group of the CONTRACTOR's or SUBCONTRACTOR's employees who are or will be involved in providing collection services, and with any labor organization that seeks to represent any group of a CONTRACTOR's or SUBCONTRACTOR's employees who are or will be involved in providing collection services. A labor peace agreement is an enforceable agreement between a CONTRACTOR or SUBCONTRACTOR and a labor organization (as defined by 29 U.S.C. §152(5)) that contains provisions under which the labor organization for itself and its members agrees to refrain from engaging in any picketing, work stoppages, or any other economic interference with the CONTRACTOR's or SUBCONTRACTOR's performance of collection services.

Nothing in this section requires a CONTRACTOR or SUBCONTRACTOR to recognize a particular labor organization or to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment. Nor is this section intended to enact or express any generally applicable policy regarding labor/management relations, or to regulate those relations in any way, or to provide a preference for any outcome in the determination of employee preference regarding union representation.

Any failure to comply with L.A.M.C section 66.33(c) and any service disruption as a result of a labor dispute will be subject to liquidated damages and possible termination of the AGREEMENT.

2.4.5.2 CONTINGENCY PLAN SERVICE REQUIREMENTS

Each CONTRACTOR is required to have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted collection, disposal and processing services, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Terrorist activity
- Any combination of the above.

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated annually and all CONTRACTOR personnel shall receive annual training on processes and procedures contained in the plan.

Each AGREEMENT will include plans and provisions for how each CONTRACTOR will be expected to provide backup support to other CONTRACTORS in the event of an emergency that impacts collection service in one or more zones. Under these provisions, the CITY will have the authority to direct available CONTRACTOR resources to FRANCHISE ZONES in which the existing CONTRACTOR is unable to provide continual service.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's [Comprehensive Preparedness Guide \(CPG\) 201, Second Edition](#) provides communities additional guidance for conducting a [Threat and Hazard Identification and Risk Assessment \(THIRA\)](#).

2.4.5.3 EVENTS CAUSING POTENTIAL SERVICE INTERRUPTIONS – EXPECTATIONS TO PERFORM

CONTRACTORS are expected to provide reliable collection and customer service at all times. Interruptions in service may be subject to liquidated damages and cancelation of the AGREEMENT.

The following events may cause temporary service interruptions, which are not subject to liquidated damages:

- Riots, war, or emergencies affecting the CITY declared by the President of the United States or Congress of the United States, the Governor of California, the Los Angeles County Board of Supervisors, or the CITY;
- Sabotage, civil disturbance, insurrection, explosion, terrorist attack;
- Natural disasters such as floods, earthquakes, landslides; and
- Other catastrophic events that are beyond the reasonable control of the CONTRACTOR despite the CONTRACTOR's reasonable efforts.

CONTRACTORS shall resume service at the earliest possible opportunity after the above events.

Any event that is reasonably within the CONTRACTOR's control will be subject to liquidated damages and, potentially, cancelation of the AGREEMENT.

See Articles 6 and 7 (Business Arrangements and City Standards Provisions) describe the CITY's performance bond requirement and expectations regarding provision of continual service.

2.4.5.4 CITY REQUESTS FOR SUPPORT DURING AND AFTER A DISASTER

In the event of an emergency or disaster, the CITY may require additional services of the CONTRACTOR. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, tsunami, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. AGREEMENTs will include protocols and procedures to be followed should the CITY require such additional services, as well as terms of compensation.

2.4.6 REPORTING REQUIREMENTS

As presented in Table 2-6, each CONTRACTOR will be required to provide the CITY with data and reports (at no additional cost to the CITY) as a component of complying with the contractual obligations of the AGREEMENT. Customer service information (including collection information) shall be available to the CITY in real-time, financial reports and payments (including liquidated damages) shall be submitted to the CITY on a quarterly basis, and other required reporting shall be submitted on a monthly basis.

CONTRACTORS shall have the ability to provide to the CITY required information in a variety of media. CONTRACTORS will be expected to provide some information via real-time, editable access in a format compatible with the CITY's customer service software.

CONTRACTORS, as well as all SUBCONTRACTORS that they utilize, will be required to provide reports of any information that the CITY deems necessary within a specified timeframe. Repeated violations of reporting requirements such as failure to submit to the CITY all DIVERSION reports within fifteen (15) days of the last day of the previous quarter, as an example, will be enforced through liquidated damages identified in the RFP, and may result in the termination of the AGREEMENT.

CONTRACTORS will be required to provide at a minimum, the following categories of information to the CITY:

- Day-to-Day Performance
- CITY Reporting Requirements and Verification of State DIVERSION Statistics
- CITY Facility Certification Compliance Reports and Data
- CONTRACT Compensation Compliance Related Data

2.4.6.1 PERFORMANCE DATA REPORTING

Performance data, extracted from CONTRACTOR accounts, is required to monitor CONTRACTOR performance relative to the performance standards that are included in the RFP and that are subject to liquidated damages.

The CONTRACTOR will be required to collect and provide customer service and complaint resolution information regarding the daily performance of their operations, in accordance with Section 2.3.4, which covers IT requirements. The customer service account conventions will match the CITY's account database; the CITY has authority over the definition of accounts.

TABLE 2-6

PERFORMANCE DATA REQUIREMENTS

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|---|---|
| CUSTOMER Information Complaint/Request Data | <ul style="list-style-type: none"> CUSTOMER complaint/request type (e.g. missed collection, change bin size, damaged CONTAINERS, etc.) Date and time of complaint/request CUSTOMER address CUSTOMER account number CUSTOMER name CUSTOMER email address Date and time of problem resolution Name/ID of customer service Representative (CSR) who received call Name/ID of Person who resolved problem | Electronic in the format compatible with SANITATION's CALL CENTER | Real Time |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections Revenue data by service level | Data maintained by CONTRACTOR Electronic in format to be Specified by SANITATION | Available upon request to CITY Monthly; within 20 days of end of the previous calendar month |
| Customer Service Performance | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time | Summary reports | Weekly, Monthly, Quarterly, Annually |
| Field operations data | <ul style="list-style-type: none"> GPS tracking of trucks on route | Publicly available via the CONTRACTORS website | Daily – real time for customer service information |
| | <ul style="list-style-type: none"> Stop/idle time at each stop | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or extras charges | Electronic in the format compatible SANITATION's CALL CENTER | Attached electronically to customer service records when extra charges, incidents (e.g., property damage) or a dispute occurs; Available to City upon Request |
| | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via GPS) <ul style="list-style-type: none"> Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES | Summary Reports | Monthly – tracked and saved on-going and available to City upon request |
| Accidents, incidents or collisions | <ul style="list-style-type: none"> Labor Incidents/Injuries (including reportables) Vehicle incidents/collisions Near-misses and OSHA reportable incidents Spills Requiring Third Party Response | Incident Report | Provided to CITY within 6 hours |
| SOLID RESOURCES Collection | <ul style="list-style-type: none"> Tonnage of materials delivered to TRANSFER STATIONS, Processing Facilities, and Landfills/Incinerators, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN), COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), Manure (BROWN BIN) Service level changes (CUSTOMERS choosing smaller or larger bins or changing service frequency) | Summary Reports | Monthly, Quarterly |

2.4.7 SAFETY

Prior to beginning operations under the FRANCHISE SYSTEM, each CONTRACTOR shall develop and submit an annual safety and training plan to the CITY for review and approval. This plan shall include standard operating procedures (SOP's) for safety for employees working in the field and for those at the facilities that the PROPOSER plans to use. The CONTRACTOR shall demonstrate that its safety plan, and the plans of its SUBCONTRACTORS, are in full compliance with local, State and Federal Law.

The CITY will require each CONTRACTOR to submit, annually, verification that all elements of its safety and training plan have been implemented and completed.

Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill shall be reported to SANITATION immediately.

2.4.8 PERFORMANCE STANDARDS

To ensure that CONTRACTORS provide a high level of customer service, each will be required to meet certain performance standards grouped into eight (8) different categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- DIVERSION Requirements – landfill reduction, RECYCLING and ORGANICS programs
- Payment and Reporting Requirements
- Other CONTRACTOR Obligations

Table 2-7 below lists specific performance standards and the associated liquidated damages for failing to meet the target.

TABLE 2-7

PERFORMANCE STANDARDS and LIQUIDATED DAMAGES

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Monetary Penalty |
|--------------------------------------|--|--------------------------------------|
| Implementation of Franchise Services | Failure to implement all Collection Services enumerated in the AGREEMENT. | \$10,000 per day |
| Provision of Services to CUSTOMERs | Failure to commence service to a new CUSTOMER within five (5) business days of order | \$100 per occurrence |
| | Failure to deliver CONTAINER(s) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | For each occurrence greater than ten (10) in a calendar year, failure to replace CONTAINERS upright, with lids in place, in their original location | \$100 per occurrence |
| | Failure to repair or replace any can, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER) within two (2) days of CUSTOMER report | \$100 per occurrence |
| | Failure to collect a missed pickup on the same business day | \$100 per occurrence |
| | Failure to collect a missed pickup one business day after missed collection | \$200; \$200 for each day thereafter |
| | Repeat miss within twelve (12) months of previous miss | \$300 per occurrence |
| | Failure to tag materials not collected due to contamination or inappropriate set out | \$200 per occurrence |
| | Failure to respond to a CUSTOMER complaint within the same business day | \$100 per occurrence |
| | Failure to respond to a CUSTOMER complaint one business day after receiving the complaint | \$200; \$200 for each day thereafter |
| | Failure to notify a CUSTOMER of an improper set out of bins, an obstruction, or other cause for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Discourteous behavior by CONTRACTOR staff | \$300 per occurrence |
| CONTRACTOR Operations | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per Month occurred |
| | Undertaking collection operations outside of allowable hours (as prescribed in Section 2.4.1.3 of this RFP) | \$300 per verified complaint |
| | Failure to complete at least 98 percent of a scheduled route on the route's scheduled day | \$500 per occurrence day |
| | Making changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERs without at least 7 days' notice to CUSTOMERs | \$100 per CUSTOMER per day |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$300 per occurrence |
| | Failure to clean up spillage or litter occurring during | \$100 per occurrence |

TABLE 2-7

PERFORMANCE STANDARDS and LIQUIDATED DAMAGES

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Monetary Penalty |
|--|--|--|
| | collection at time of collection | |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence |
| | Failure to clean collection and hauling vehicles once per week | \$100 per occurrence |
| | Excessive noise, each occurrence over five (5) in a calendar year, as defined in the CITY's NOISE ORDINANCE. | \$300 per occurrence |
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner | \$100 per day |
| | Failure to convert all collection vehicles that serve the CITY under the CLEAN FUEL VEHICLE standards required by Section 2.4.3 of this RFP as stated in the AGREEMENT | \$10,000 per day |
| Segregation and Delivery of Collection Materials | Failure to keep SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS material segregated once placed out for collection by the CUSTOMER without CITY approval | \$1,000 per occurrence |
| | Failure to deliver collected SOLID WASTE to an approved TRANSFER STATION or disposal facility without CITY approval | \$1,000 per occurrence |
| | Failure to deliver collected RECYCLABLE materials to an approved PROCESSING FACILITY or directly to market without CITY approval | \$1,000 per occurrence |
| | Failure to deliver collected ORGANICS material to an approved ORGANICS PROCESSING FACILITY without CITY approval | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State Law | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel within AGREEMENT specified timeframe. | \$500 per occurrence |
| DIVERSION Requirements | Failure to comply with the substantive provisions of the DIVERSION Plan, required by Section 2.6 of this RFP | \$500 per occurrence |
| | Failure to implement COMMINGLED RECYCLABLES or ORGANICS programs upon the schedule proposed in the CONTRACTOR's DIVERSION Plan. | \$1,000 per day |
| | Failure to meet Diversion Targets | \$100,000 per 1,000 tons not diverted in accordance with the AGREEMENT |

TABLE 2-7

PERFORMANCE STANDARDS and LIQUIDATED DAMAGES

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Monetary Penalty |
|------------------------------------|---|--|
| Payment and Reporting Requirements | Failure to remit all FRANCHISE FEES and AB 939 FEES due to the CITY within thirty (30) days of the last day of the previous quarter; excluding late AB 939 FEES | \$500 per occurrence |
| | Failure to submit to CITY all DIVERSION reports, facility disposal and processing delivery reports, or other non-financial reports required by this RFP, within thirty (30) days of the last day of the previous month | \$500 per occurrence, with an additional \$1000 per day in excess of 30 days |
| | Failure to submit to the CITY all service level reports, billing reports and data, CUSTOMER complaint and resolution information, or other service and performance related reports as required by this RFP, within thirty (30) days of the last day of the previous month | \$500 per occurrence, with an additional \$100 per day in excess of 30 days |
| | Submission to the CITY of fraudulent reports or data, including but not limited to DIVERSION reports and data, service level information and financial information | \$10,000 per occurrence and possible termination of the AGREEMENT |
| Other CONTRACTOR Obligations | Failure to provide to the CITY any customer service, route, or billing related data that the CITY may need to resolve a customer service or billing complaint | \$1,000 per occurrence |
| | Failure to provide to the CITY any route data or CUSTOMER lists that the CITY may require for the future procurement of collection, disposal or processing services | \$10,000 per occurrence |

2.5 TRANSFER, DISPOSAL AND PROCESSING FACILITIES

Each PROPOSER shall provide certain assurances regarding the capacity and capability of the transfer, processing and disposal facilities it plans to use during the term of its AGREEMENT with the CITY. These requirements are described in Sections 2.5.1 and 2.5.2. Specific CITY requirements for facilities are described in Section 2.5.3. Proposed new facilities shall be described in detail in each proposal. The CITY will implement a Facility Certification Program and only those facilities Certified may accept materials under this AGREEMENT (see Section 2.5.3.2). Any facilities receiving materials under the AGREEMENT shall be subject to terms of the AGREEMENT as it relates to facilities.

2.5.1 CAPACITY REQUIREMENTS

PROPOSERS shall demonstrate their ability to appropriately process, transfer, and/or dispose all of the materials they will collect for each FRANCHISE ZONE on which they propose. Appendix 1.3, Estimated Material Volume by Franchise Zone, shows the estimated current volumes of materials being collected in each zone. PROPOSERS are required to perform their own due diligence investigation to prepare their proposals.

The PROPOSER shall provide documentation and assurances that each TRANSFER STATION, disposal facility, PROCESSING FACILITY, and ORGANICS PROCESSING FACILITY proposed to be used over the term of the AGREEMENT – including any proposed new facilities – can accept, transfer, dispose and/or process all material to be delivered to the facility by the PROPOSER during normal collection hours, six days-per-week (Monday-Saturday), fifty two (52) weeks-per-year, excluding designated HOLIDAYS.

Furthermore, the CONTRACTOR shall agree, that should facilities fail to meet these requirements at any point during the term of the AGREEMENT, the CONTRACTOR will immediately procure replacement capacity at no cost to the CITY or CUSTOMERS, or risk termination of its AGREEMENT.

2.5.2 CAPABILITY REQUIREMENTS

2.5.2.1 TRANSFER STATION CAPABILITY

The PROPOSER shall provide documentation and assurances that the TRANSFER STATIONS it proposes to utilize over the term of the AGREEMENT have the following equipment and facilities to accept, transfer, and haul for disposal or processing:

- Automated scales that accurately measure the weight of each collection vehicle entering the facility (gross weight) and leaving the facility (TARE WEIGHT) after tipping. These scales shall be certified by a city or State weights and measures authority and proof of certification shall be posted on site at the facility and available to the CITY upon request. The CITY will require that CONTRACTORS provide monthly tonnage data for SOLID RESOURCES delivered to each TRANSFER STATION it proposes to utilize.

Proposed transfer facilities shall be in compliance with their local and state permits at all times, including requirements specific to storage of all SOLID RESOURCES on site.

2.5.2.2 DISPOSAL FACILITY CAPABILITY

The PROPOSER shall provide documentation and assurances that the disposal facilities it proposes to utilize, over the term of the AGREEMENT, has at a minimum the following capabilities to accept SOLID WASTE:

- Controls to prevent unauthorized access
- Automated scales
- In the case of landfills, lining and leachate systems that meet State and Federal requirements for CLASS III LANDFILLS
- In the case of landfills, odor and dust controls systems that meet State and Federal requirements for CLASS III LANDFILLS
- Fire suppression systems that meet State and Federal requirements

All disposal facilities used by CONTRACTORS shall meet all local, State, and Federal permitting requirements. Furthermore, the CONTRACTOR shall agree that should one or more of the proposed disposal facilities fail to meet these requirements at any point during the term of the AGREEMENT, the CONTRACTOR will immediately procure replacement capacity at no cost to the CITY or CUSTOMERS or risk termination of its AGREEMENT. These requirements apply to disposal facilities to which the CONTRACTOR directly hauls waste, as well as to

disposal facilities that receive waste from the TRANSFER STATIONS utilized by the CONTRACTOR.

2.5.2.3 PROCESSING FACILITY CAPABILITY

The PROPOSER shall provide documentation and assurances that the processing facilities it proposes to utilize over the term of the AGREEMENT has the following equipment, facilities, and capabilities to accept, transfer, and haul for disposal:

- Automated scales that accurately measure the weight of each collection vehicle entering the facility (gross weight) and leaving the facility after tipping (TARE WEIGHT). These scales shall be certified by a city or State weights and measures authority and proof of certification shall be posted on site at the facility and available to the CITY upon request. The CITY requires that CONTRACTORS provide monthly tonnage data for COMMINGLED RECYCLABLES and ORGANICS (detailed by each stream within ORGANICS as applicable) material delivered to each PROCESSING FACILITY it proposes to utilize.
- Mechanical equipment, including conveyor belts, and screening devices, to efficiently separate, bale and containerize COMMINGLED RECYCLABLES for delivery to market
- Mechanical equipment, including de-bagging, pre-screening and turning equipment to efficiently compost and/or digest ORGANICS for delivery to market
- A sufficient amount of land to ensure that the amount of ORGANICS to be processed, cured and stored on-site can be done safely and within design and permit limitations. A sufficient number of short and long haul vehicles and containers to ensure that all ORGANICS can be transferred and hauled to market quickly and efficiently
- Any facility utilized in a proposal shall meet or exceed standard safety, code and regulatory requirements.

2.5.2.4 FACILITY CAPABILITY REQUIREMENTS FOR COMMINGLED RECYCLABLES

PROPOSERS are required to demonstrate how the COMMINGLED RECYCLABLES facilities that PROPOSERS plan to use will be able to effectively and efficiently process the same COMMINGLED RECYCLABLES that the CITY collects in its residential COMMINGLED RECYCLABLES program. At the CITY's discretion, PROPOSERS may be required to change the materials collected from COMMERCIAL ESTABLISHMENTS in the future in order to continue consistency between the CITY operated collection program and the FRANCHISE SYSTEM. At a minimum, PROPOSERS shall provide COMMINGLED RECYCLABLES collection consistent with residential curbside COMMINGLED RECYCLABLES provided by the CITY.

2.5.2.5 FACILITY CAPABILITIES REQUIREMENTS FOR ORGANICS – MATERIALS

PROPOSERS shall demonstrate how the ORGANICS facilities that they plan to use will be able to effectively and efficiently process the yard trimmings and food waste materials collected. At the CITY's discretion, PROPOSERS may be required to change the materials collected from COMMERCIAL and MULTIFAMILY CUSTOMERS in the future in order to continue consistency between the CITY operated collection program and the FRANCHISE SYSTEM..

2.5.2.6 CITY PROVIDED TRANSFER SERVICE

The CLARTS facility has the capacity to serve the disposal needs of the three small FRANCHISE ZONES (Downtown, East Downtown and Southeast L.A.). CLARTS is a resource for PROPOSERS who do not have their own TRANSFER STATION, as well as for PROPOSERS who find the location of CLARTS to be desirable for operational or efficiency reasons.

CONTRACTORS who are awarded one of the three small FRANCHISE ZONES shall deliver all SOLID WASTE collected in these zones to CLARTS. Other CONTRACTORS may also use CLARTS at their discretion, as facility's capacity allows.

2.5.3 FACILITY COMPLIANCE

Facilities used by CONTRACTORS for transfer, disposal, and processing of SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS shall be subject to City certification. The CITY intends to establish a Certification Program to monitor facility requirements, collect required data, and perform audits and inspections as needed to document facilities' compliance with certification criteria.

CONTRACTORS will be required to insert language in their CONTRACTs with all facilities they use which will ensure that the CITY's Facility Certification Requirements are met by the facility, whether or not the facility is located within the CITY.

Violations of the CITY's facilities requirements may result in the loss of CITY Certification.

2.5.3.1 COMPLIANCE WITH LAWS, REGULATION AND STANDARDS

All facilities utilized by the CONTRACTOR are responsible for meeting all pertinent local, State and Federal health and environmental laws, regulations, and standards applying to collection of SOLID RESOURCES. All facilities utilized by the CONTRACTOR will be required to maintain compliance records from other compliance agencies, such as the Cal OSHA. Repeated violations including, but not limited to, workplace safety requirements, may result in decertification.

2.5.3.2 MATERIAL TRACKING REQUIREMENTS

All facilities utilized by the CONTRACTOR shall be certified by the CITY through an application process. The Certification Process shall support the City's requirement for maintaining its compliance with AB939 requirements, meeting MANDATORY COMMERCIAL RECYCLING requirements, and meeting its ZERO WASTE goals.

Each facility applying for certification shall submit a Certified Processor Application/Renewal Form and quarterly DIVERSION Reports. The facility will also have to renew certification by submitting a renewal form annually. CITY staff will perform site visits to verify information in the application. Reporting requirements include but are not limited to:

- Documenting tonnage of all incoming SOLID RESOURCES by material type

- Documenting incoming SOLID RESOURCES delivered under the AGREEMENT by material type
- Detailing processing procedures, as necessary for processing facilities
- Documenting tonnage of all outgoing SOLID RESOURCES by commodities
- Documenting destination of all SOLID RESOURCES by commodities

2.6 DIVERSION PLAN

2.6.1 DIVERSION PLAN STRATEGY

The CITY has established ZERO WASTE goals which include the reduction of SOLID RESOURCES disposed to landfills, and ensuring that all CUSTOMERS have SOURCE-SEPARATED COMMINGLED RECYCLABLES collection. The CITY is also required to meet the State's MANDATORY COMMERCIAL RECYCLING rules, and to provide specific activities related to waste diversion at COMMERCIAL ESTABLISHMENTS.

Additionally, ORGANICS collection is to be continued for those that participate in the current programs for food waste and yard trimmings, and provided to all CUSTOMERS that request it. CONTRACTORS must notify CUSTOMERS that ORGANICS collection is available to them. with ORGANICS service available to all CUSTOMERS to be phased in as processing capacity becomes available. It is important to note that the CITY's existing "Rebate Program" for mixed SOLID WASTE and ORGANICS will be discontinued upon implementation of the FRANCHISE SYSTEM.

Each PROPOSER's submittal shall include a DIVERSION Plan. This plan shall demonstrate how the PROPOSER plans to reach programmatic milestones and waste disposal reduction thresholds in accordance with the CITY's ZERO WASTE goals. Proposals shall include specific annual disposal reduction targets for each FRANCHISE ZONE, using a baseline estimate provided by the CITY. Appendix 1.4, Target Disposal Tons by Zone, shows the CITY's estimated 2017 disposal tons and the 2025 target disposal tons (by zone). PROPOSERS shall describe in their DIVERSION Plan how they will achieve or exceed the target disposal reduction in tons. The CITY's expectation is that ORGANICS collection is to be expanded to all CUSTOMERS.

The PROPOSER's DIVERSION Plan shall describe the strategies it will implement to achieve its DIVERSION targets. Example strategies are listed in the second column of Table 2-8, below. However, PROPOSERS should provide additional strategies, and facilities if required. PROPOSERS should assume that a mandatory monthly meeting will be held with the CITY's DIVERSION team to gauge progress on meeting the CITY's goals. These may be considered innovative ideas, as requested in Section 2.8, and may be used in the evaluation of the PROPOSAL. The PROPOSER shall identify revenue sharing opportunities with CITY from the sale of recyclables by the CONTRACTOR.

TABLE 2-8
DIVERSION PLAN EXAMPLE STRATEGIES

| DIVERSION Plan Section | Example Diversion Strategies |
|-----------------------------|---|
| Waste Audits (On site Waste | <ul style="list-style-type: none"> • Strategy for prioritizing which CUSTOMERS will receive waste audits and |

TABLE 2-8
DIVERSION PLAN EXAMPLE STRATEGIES

| DIVERSION Plan Section | Example Diversion Strategies |
|--|--|
| Assessments) | <p>recycling and composting training</p> <ul style="list-style-type: none"> • Number of CUSTOMERs to be targeted per year, with a minimum of 10 percent of CUSTOMERs after initial assessment and recycling roll out during transition • Procedure for the inclusion of waste audit information with customer service information, as well as CONTAINER delivery, route changes, and delivery of outreach materials as applicable • Number and title of staff to be assigned to waste audit roles, with a minimum of two (2) full time staff persons per 1,000 accounts • Type of information and metrics collected to analyze the effectiveness of the waste audits and trainings • Reporting mechanism for reporting waste audit and training statistics and results to the CITY |
| Inspections to ensure SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS | <ul style="list-style-type: none"> • Use of on-site inspections at CUSTOMER locations and feedback from PROCESSING FACILITIES and TRANSFER STATIONS that unload COMPACTORS and ROLL-OFFs • Visual inspection, including number and frequency per year and CUSTOMER follow up procedures, if necessary • Courtesy tags, including procedure of when they will be left, how they will be tracked and followed up • Warning notices, followed by calls to CUSTOMERs, when contamination is present • Refusal of collection by CUSTOMER, including under what circumstances, documentation, tracking procedure, and follow up process • Extra collection charges, including under what circumstances, tracking procedure, and follow up process • Number and title of staff to be assigned to inspection role • Types of metrics collected to analyze how waste audits and trainings relate to contamination found during the on-site inspections • Feedback mechanism to improve the outreach process based on the metrics and inspection analysis outlined above • Reporting mechanism for reporting on-site inspections statistics and analysis to CITY • Extra collection charges for SOLID WASTE over flow and or reloading on-site, including under what circumstances, tracking procedure, and follow up process |

Failure to meet annual disposal reduction targets will result in liquidated damages. Liquidated damages for failing to meet disposal targets are presented in Table 2-7, Performance Standards and Liquidated Damages. Failure to correct performance issues resulting in liquidated damages may result in termination by default of the AGREEMENT.

2.6.2 ORGANICS IMPLEMENTATION PLAN

Since 2004, the CITY has been collecting food waste and other organic waste from restaurants. Approximately 846 restaurants currently participate in this voluntary program, and 1522 have participated in the program. Appendix 1.5, Restaurants Participating in Food Waste Program,

provides a list and a corresponding map of restaurants participating in the CITY's food waste collection program. The CITY's expectation is that ORGANICS collection is to be ultimately expanded to all CUSTOMERS that generate ORGANICS.

CONTRACTORS shall continue to serve all CUSTOMERS currently receiving ORGANICS, in accordance with the ORGANICS rate schedule, under the FRANCHISE SYSTEM.

PROPOSERS shall identify in their proposal, the ORGANICS processing facilities they plan to use during the initial transition period. Section 3.10.16.2 provides information a PROPOSER shall submit.

Proposals should include a rigorous strategic plan for comprehensive and innovative organic waste management throughout the term of the franchise. Examples of elements that could be addressed include:

- Plan for complete green bin participation in commercial and multi-family residential sectors by the completion of the franchise contract;
- Plan for processing food scraps and organic refuse into market-grade, high quality compost and mulch;
- Research, design and development of organics processing and digestion infrastructure;
- Sector-specific food waste recycling to create "super green" waste streams for use by manufacturers (e.g. food waste from restaurants or grocery stores for use by livestock feed producer or commercial composter);
- Partnerships with colleges, municipal facilities, urban farms, food processors or community organizations on consumer education and feedback, and suitable co-location of compost or food recycling operations.

2.7 COST AND FRANCHISE FEE PROPOSAL

PROPOSERS shall complete the electronic forms, Form 13: Cost and Franchise Fee Proposal. Based on information provided in those forms, the CITY shall establish rate tables for SOLID RESOURCES service. The rate charged CUSTOMERS for SOLID WASTE service shall include a BLUE BIN CONTAINER for recycling of any size requested by the CUSTOMER (at the same collection frequency as SOLID WASTE). There will be a separate rate for ORGANICS service.

For each size and frequency and material type (SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS), PROPOSERS shall submit its costs for the following cost components:

- Collection
- Processing and Disposal
- Fuel
- Administration, customer service and Profit
- CONTAINER Rental

As specified in Article 6.23.1, CONTRACTOR shall submit to the CITY all revenue received for COMMINGLED RECYCLABLES services not provided i.e., for those customers where CONTRACTOR provides solid waste service only. PROPOSERS are expected to conduct additional ongoing outreach to those CUSTOMERS that are not initially willing to accept a BLUE BIN and/or GREEN BIN CONTAINERS.

The CITY will provide CONTRACTORs an exclusive right to serve CUSTOMERs in a FRANCHISE ZONE in accordance with the AGREEMENT. The PROPOSERs shall offer the CITY a FRANCHISE FEE, anticipated at not less than 10 percent of GROSS RECEIPTS, for this exclusive right. The FRANCHISE FEE proposed shall be submitted in Form 14: Cost and Franchise Fee Proposal as part of the electronic cost proposal forms. The Fee shall be submitted as a percent of GROSS RECEIPTS.

An example of the relationship between rates and CONTRACTOR compensation is shown in Appendix 1.6, Rate and Compensation Examples.

2.8 INNOVATIVE IDEAS

Proposers are encouraged to propose innovations that will further the CITY's FRANCHISE SYSTEM goals of achieving a DIVERSION rate of at least 90 percent by 2025, providing the highest level of customer service and providing fair and equitable rates. Examples include, but are not limited to:

- New facilities, especially recycling and organics processing facilities, that would further the CITY's DIVERSION goals if developed on an accelerated schedule;
- Innovative vehicle designs that increase the efficiency of SOLID RESOURCES collection; and
- Innovative incentive strategies that encourage a high level of DIVERSION;
- Innovative customer service standards.

The CITY is open to receiving proposals that may require a partnership with the CITY, or collaboration/partnerships between CONTRACTORs. The format for submitting innovative ideas is presented in Section 3.10.18.

The CITY is committed to a three (3)-stream collection system, BLACK BIN/BLUE BIN/GREEN BIN, for the term of all AGREEMENTs. Innovative ideas shall supplement a 3-stream collection system.

ARTICLE 3 - GENERAL REQUIREMENTS FOR RESPONDING TO THE RFP

3.1 SUBMISSION DEADLINE AND ADDRESS

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below.

It is solely the responsibility of the PROPOSER to ensure that proposals are received at the location noted below, by the due date and time. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for this CONTRACT. At the discretion of the CITY and the evaluation panel, additional information or documentation may be requested during the proposal review process for the purpose of clarity or completeness.

DEADLINE DATE: October 29, 2014
TIME: 3:00 p.m. PST
LOCATION: 1149 S. Broadway, 5th Floor
Los Angeles, CA 90015

ATTENTION: Lisa Carlson
TELEPHONE NO.: 213-485-2260
FAX NO.: 213-485-3671
EMAIL: zerowastela@lacity.org

Please allow sufficient time to check-in with building security when attending the mandatory Pre-proposal Meeting and when submitting a proposal. A delivery acknowledgement will be issued at the receipt of the proposal package and will be provided to the PROPOSER'S delivery agent, or in the case of commercial delivery, returned by US Mail to PROPOSER'S address, as noted on the outside of the proposal package.

3.1.1 RESOURCES

The CITY maintains a web site that provides links to most documents relating to the history of the FRANCHISE SYSTEM project. This site can be accessed at:

<http://www.lacitysan.org/ZeroWasteLA/index.html>

PROPOSERS may find documents available on this site to be helpful in preparation of their proposals.

The CITY will also post any and all addenda to the RFP, written answers to questions from potential PROPOSERS received prior to the deadline stated in Section 3.6. This information can be found at the following web link:

<http://labavn.org/>

3.1.2 RFP SCHEDULE

Table 3-1 presents the schedule the CITY currently plans to follow to complete this procurement process and implement the FRANCHISE SYSTEM. The CITY reserves the right to change the schedule at its sole discretion. Any such changes will be posted as an addendum to the RFP.

TABLE 3-1
PROCUREMENT SCHEDULE

| Action | Expected Date |
|--|------------------|
| Mandatory PROPOSERS' Conference with Pre-Proposal Training | July 1, 2014 |
| Last day for PROPOSERS' technical questions | July 31, 2014 |
| PROPOSALS due | October 29, 2014 |

3.2 PROPOSAL PRESENTATION

All proposal originals shall:

1. Be unbound and photocopy ready (original copy);
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size 100 percent recycled content paper: minimum font sizes are 11 point for text and 9 point in tables and figures;
3. Be enclosed in a single sealed package plainly labeled with the words "PROPOSAL FOR City-wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling"
4. Not exceed the number of narrative pages as detailed in Section 3.10, exclusive of required CITY documents, resumes, references and printed materials;
5. Have continuously numbered pages
6. Label each Article and sub-section with title headers; as detailed in Table 3-2; and
7. Submit City required electronic forms in Microsoft Excel file format on a compact disk (CD).

The cover of the original proposal shall be clearly marked "Original Proposal" and the covers of the proposal copies shall be clearly marked "Proposal Copies". The CITY, at its discretion, may request additional copies at no additional cost to the CITY. All required original signatures shall be in blue or black ink. All corrections made by the PROPOSER to any part of the RFP document shall be initialed in blue or black ink.

Proposals shall be signed by an individual(s) authorized to negotiate and bind the PROPOSER contractually.

No PROPOSER shall take exception to the specifications set forth in this Article. Proposals taking exception to the specifications may be rejected as non-responsive.

3.3 NUMBER OF COPIES

Proposal packages shall fully document compliance with all proposal requirements detailed throughout this RFP and shall be submitted, by the PROPOSER(S), as follows:

- One (1) unbound original of the entire proposal, including all original signatures.
- Five (5) paper copies of the entire proposal, labeled “COPY”, in 3-ring binders.
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including statement of defense for actions brought against the CITY
- Two (2) electronic copies of the entire proposal, compatible with Microsoft Office Suite and /or Adobe Acrobat, submitted on a CD or USB flash drive.

In addition to the printed copies, all electronic forms shall be completed and submitted in their original file format.

3.4 SIGNATURE AND AUTHORITY

The proposal must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP. The signatures produced by the authorized persons representing the PROPOSER serve as a consignment, in good faith, to the RFP selection process, with no intent by the PROPOSER to withdraw the proposal once it has been submitted to the CITY for evaluation or contract award consideration.

If the proposal is made by a partnership of more than one company, a copy of the partnership agreement, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided. If made by a corporation, the proposal must indicate the name and state or country under which the corporation is incorporated and the name, post office address, and federal tax identification number of the corporation. If the proposal is made by a corporation, a copy of the appropriate section of the bylaws or a resolution of the board of directors of the corporation shall be furnished showing the authority of the officer who has signed the proposal and proposal forms to execute contracts on behalf of the corporation. If the proposal is made by a joint venture, a copy of the joint venture agreement, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, or other entities, the information specified in this paragraph must be provided for each entity. Each proposal form submitted by a joint venture must be signed by all parties to the joint venture agreement.

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 3.7. The PROPOSER must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

3.5 PRE-PROPOSAL MEETING

The CITY will conduct a MANDATORY pre-proposal meeting. Any entity (corporation, joint partnership, etc.) that may be considering submitting a proposal to service one or more FRANCHISE ZONE is required to attend this meeting. Potential PROPOSERS should send

technical staff that will be preparing proposals and forms, as well as a member of the proposal preparation team, as there will be discussions about proposal preparation. At this meeting, an overview of the RFP will be presented by CITY staff, verbal questions taken from those in attendance, and an overview provided of the CONTRACT procurement process and schedule, including key milestones. This meeting will also include Business Inclusion Program (BIP) training and “Pre-Proposal Training” training on how to prepare and submit proposal forms. The MANDATORY pre-proposal meeting, including the Business Inclusion Program (BIP) training and Pre-Proposal Training will be held on:

DATE: July 1, 2014
TIME: 9:00 a.m. PST (please allow at least 3 hours for this meeting)
LOCATION: Edward R. Roybal, Board of Public Works Session Room
Room 350 City Hall
200 North Spring Street (Entrance is off N. Main Street)
Los Angeles, California 90012

NOTE: ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY. FAILURE TO ATTEND WILL RESULT IN WITHDRAWAL OF THE PROPOSAL FOR NON-COMPLIANCE

3.5.1 PRE-PROPOSAL TRAINING

As part of the Pre-Proposal meeting CITY staff will provide training on how to prepare and submit proposal forms.. This session will describe how to complete cost proposal forms, as well as other required submittal forms. PROPOSERS are encouraged to send the individual(s) who may be preparing submittal forms to this training opportunity.

3.6 QUESTIONS REGARDING THE RFP

Potential PROPOSERS may submit technical questions regarding the RFP, in writing, to the CITY, on or before July 31, 2014. The CITY will make every attempt to answer all written technical questions regarding the RFP that are submitted in writing on or before, July 31, 2014.

Questions shall be submitted in writing to:

Lisa Carlson
Bureau of Sanitation
City of Los Angeles
1149 S. Broadway
5th Floor, MS 944
Los Angeles, CA 90015-2213

Questions pertaining to the CITY Policy attachments and associated forms (Appendix 7) are to be submitted to the department or bureau referenced in the attachment.

All questions submitted by potential PROPOSERS, and associated answers will be posted on the CITY's web site at: <http://labavn.org/>.

3.7 CONFIDENTIAL INFORMATION

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the PROPOSER's competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSER's competitive position. The PROPOSER requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the CITY determines is proper under federal, state, and local law.”

Failure to include such a statement shall constitute a waiver of the PROPOSER's right to exemption from disclosure and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines that said materials are exempt under federal, state, and local law.

3.8 RFP ITEMS NOT COVERED

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed. If PROPOSERS wish to present qualifications in addition to the required items stated, information should be presented under the heading “Additional Qualifications We Wish to Present”. PROPOSERS who do not wish to present such information should state, “There are no additional qualifications we wish to present”.

3.9 PROPOSAL COST AND OWNERSHIP

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following

the closure of the RFP selection process. However, if such information is necessary to assure a competitive proposal, then the PROPOSER is to follow the guidelines for confidential information as discussed above.

3.10 PROPOSAL FORMAT

Each proposal shall be organized in accordance with this Section as outlined in Table 3-2. Instructions for preparing each Section of the proposal shown in the outline are given in the following sections. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. In the event of any conflict between any of the proposal documents, resolution thereof shall be at the CITY's sole discretion.

PROPOSERS shall provide the information as requested and as applicable to the proposed services. Some proposal elements require a proposal for any areas that may be awarded (such as billing plans and qualifications), others require information specific (for example, rates) for each FRANCHISE ZONE (and BUNDLED FRANCHISE ZONES) for which a PROPOSER is submitting a proposal.

Each subsection of a proposal shall include the following information:

- Required written narrative (where specified, certain subsections may not require this)
- Proposer attachments (certain subsections may not require these)
- Required forms (certain subsections may not require these)

Heading, Article, and Section numbering utilized in the proposal shall be the same as those identified in Table 3-2. Proposals shall include the following information in the format indicated.

TABLE 3-2
OUTLINE FOR PROPOSALS

| Major Section | Sub Section | Relevant RFP Sections |
|--|--|-----------------------|
| 1. General Information (Narrative Limited to 7 Pages) | Cover Letter | 3.10.1 |
| | Executive Summary | 3.10.2 |
| | Performance Security Commitment | 3.10.3 |
| | Acknowledgement of Addenda | 3.10.4 |
| | Table of Contents | 3.10.5 |
| | Proposal Form for Franchise Zones | 3.10.6 |
| | Zone Specific Capabilities | 3.10.6 |
| 2. Qualifications (Narrative Limited to 10 Pages) | Project Team and Resumes | 3.10.7 |
| | Firm Qualifications, Experience and Past Performance | 3.10.8 |
| | Litigation History | 3.10.9 |
| | Workplace Safety Record | 3.10.10 |
| | Financial Qualifications | 3.10.11 |
| | References | 3.10.12 |

TABLE 3-2
OUTLINE FOR PROPOSALS

| Major Section | Sub Section | Relevant RFP Sections |
|---|--|-----------------------|
| 3. Customer Service, Outreach and Education/Training (Narrative Limited to 20 Pages) | Customer Service Business Processes and Capabilities | 3.10.13.1, 2.3.1 |
| | Customer Service Staffing Plan | 3.10.13.1, 2.3.1 |
| | Outreach and Education | 3.10.13.2, 2.3.2 |
| | Billing | 3.10.13.3, 2.3.3 |
| | Technology | 3.10.13.4, 2.3.4 |
| | Transition Plan | 3.10.14, 2.3.5 |
| 4. Service Plan (Narrative Limited to 25 Pages) | Collection Services | 3.10.15.1, 2.4.1 |
| | Containers | 3.10.15.2, 2.4.2 |
| | Vehicles and Routing | 3.10.15.3, 2.4.3 |
| | Collection and Field Staffing | 3.10.15.3, |
| | Transfer, Disposal and Processing Facilities | 3.10.15.4, 2.5 |
| | Special Services Proposal | 3.10.15.5, 2.4.4 |
| | Contingency Plan | 3.10.15.6, 2.4.5 |
| | Facility Safety and Compliance | 3.10.15.7, 2.5.3 |
| | Reporting | 3.10.15.8, 2.4.6 |
| | Safety | 3.10.15.9, 2.4.7 |
| 5. Diversion Plan (Limited to 13 Pages) | Diversion Plan Strategy | 3.10.16.1, 2.6.1 |
| | Organics Implementation Plan | 3.10.16.2, 2.6.2 |
| 6. Cost and Franchise Fee Proposals | Cost Proposal | 3.10.17.1, 2.7.1 |
| 7. Innovative Ideas Requires form to be completed for each innovation | One form to be completed for each innovation | 3.10.18, 2.8 |
| 8. Appendices | | 3.10, Article 8 |

3.10.1 COVER LETTER

Required narrative:

All proposals shall be accompanied by a cover letter and should provide the following information:

1. The name, addresses, telephone number, and e-mail address of PROPOSER's proposed CONTRACT MANAGER.
2. A description of the type of organization (e.g. corporation, partnership, including joint venture teams and SUBCONTRACTORS) submitting the proposal.
3. The name of the authorized person who will sign the AGREEMENT, in the event one is awarded.
4. A written statement certifying that the PROPOSER has examined, understood, and agreed to all requirements set forth in this RFP, signed by the authorized person who will sign the AGREEMENT.
5. A written statement warranting that the service and performance requirements as described in this RFP, its enclosures, attachments, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the PROPOSER has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
6. A written statement acknowledging the validity of the proposal contents including the proposed rates through January 9, 2027.

3.10.2 EXECUTIVE SUMMARY

The CITY is seeking proposals from SOLID WASTE collection firms with experience as a service provider to commercial and multifamily customers, executing DIVERSION programs and strategies, providing a high level of customer service, and who demonstrate a commitment to environmental excellence and worker safety.

Required narrative

The Executive Summary shall highlight the major elements of the PROPOSER's qualifications and proposal, including a brief description of facilities to be used. All information should be provided in a concise manner. See Article 5 for additional details on PROPOSER technical and financial qualifications.

3.10.3 PERFORMANCE SECURITY COMMITMENT

Submit as an attachment: (PROPOSER Attachment 1: Performance Bond Commitment Letter)

PROPOSERS shall submit a Performance Bond Commitment Letter or a letter stating that the PROPOSER will provide a Letter of Credit. Either letter shall be for one of two values: If the PROPOSER is proposing only on Zones SE, DT, and/or EDT, the letter shall be for 1.1 million dollars (\$1,100,000). If the Proposer is proposing on any of the other ZONES, the letter shall be for a total of eight million dollars (\$8,000,000). The exact amount of the required bond will be determined depending on the ZONE(s) awarded.

3.10.4 ACKNOWLEDGEMENT OF ADDENDA

Submit as attachment: (PROPOSER Attachment 2: Acknowledgement of Addenda)

PROPOSERs shall acknowledge receipt of each addendum to this RFP by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

3.10.5 TABLE OF CONTENTS

The PROPOSER's submittal shall include a Table of Contents with page numbers indicating the location in the submittal where each Section of the submittal begins. All attachments or appendices shall be identified in the Table of Contents as well (including page numbers). The organization shall follow the structure presented above in Table 3-2 and as outlined throughout Section 3.10, with sequential page numbering throughout the document.

3.10.6 PROPOSAL FORM FOR FRANCHISE ZONES

The PROPOSER's submittal shall include, following the Table of Contents, a completed proposal Form for FRANCHISE ZONES (Form 1: Franchise Zones). This form requires the PROPOSER to identify the FRANCHISE ZONES for which it is submitting proposal(s). The PROPOSER shall also submit a proposal form that identifies those FRANCHISE ZONES for which it is proposing any unique or tailored service delivery approaches that the CITY should take note of in the proposal evaluation process (Form 2: Zone Specific Capacity).

3.10.7 PROJECT TEAM AND RESUMES

Required narrative

Each PROPOSER shall describe qualifications and structure of project management team including team members who will manage day to day operations, relationships between management team and corporate management, and internal controls;

Submit as attachment: (PROPOSER Attachment 3: Project Team and Resumes)

The PROPOSER shall provide resumes for the project management team described above.

3.10.8 FIRM QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE

Required narrative (limited to 10 pages):

Each PROPOSER shall describe its qualifications, experience and performance history in relation to the following:

- Qualifications and structure of project management team including team members who will manage day to day operations, relationships between management team and corporate management, and internal controls;
- PROPOSER's performance of similar services in other jurisdictions including California, and in the CITY;
- Previous experience providing similar services at a similar scale;

- Previous history of providing a high level of customer service, consistent with or superior to what is required by the CITY;
- A list of previous customers to serve as references, representative of the CUSTOMERS that would be served under the FRANCHISE SYSTEM;
- Previous experience in achieving high DIVERSION rates, as required by the CITY's ZERO WASTE goals;
- PROPOSER's experience and performance in FRANCHISE SYSTEM transitions;
- Experience in coordinating service provisions with other contractors; and

PROPOSERS are encouraged to submit data, or other supplementary information to support their response to this component of the proposal.

3.10.9 LITIGATION HISTORY

Submit Form 3: Litigation History:

The PROPOSER shall provide a history for the last ten (10) years of all claims settlements, arbitrations, litigation proceedings, and civil actions involving One Hundred Thousand Dollars (\$100,000) or more, and all criminal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the PROPOSER shall provide the following:

- The name of the claim, arbitration, litigation or action;
- The amount at issue or the criminal charges alleged;
- The status of the claim, arbitration, litigation or action; and
- The resolution of the case.

The PROPOSER shall also provide details of any current or threatened legal actions against the PROPOSER or its parent company, subsidiaries, all partners, principals, or joint venture company(s) by a governmental entity contracting with the PROPOSER or its parent company for services relating to SOLID RESOURCES management, or against such a government entity by the PROPOSER or its parent company or joint venture company(s). For each action, the PROPOSER shall provide the following:

- The name of the action;
- The court in which the action is pending;
- The action number; and
- The amount at issue.

The PROPOSER shall provide a list of all enforcement actions taken against it and its SUBCONTRACTORS during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, State or local Air Quality Management District, State Water Resources Control Board or a Local Enforcement Agency under the California Integrated Waste Management Act. The list shall include the name of the regulatory agency and the date of the enforcement action.

The PROPOSER shall inform the CITY if it has had a permit, franchise, license, entitlement or business license revoked or suspended in the last five (5) years.

The PROPOSER shall list any liquidated damages, administrative fines, charges, or assessments that total Ten Thousand Dollars (\$10,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by the PROPOSER to a public agency as a result of collection services provided by PROPOSER. The list shall include the name of the public agency, the date and amount of the liquidated damages, administrative fines, charges, or assessments, and the reason the public agency assessed the liquidated damages, administrative fines, charges, or assessments.

The PROPOSER shall list any claims against a bid, proposal, or performance bond and the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the last twenty (20) years.

3.10.10 WORKPLACE SAFETY HISTORY

Submit Form 4: Safety Performance Questionnaire:

In addition, the PROPOSER shall complete the Form 4: Safety Performance Questionnaire for its entities, SUBCONTRACTORS and facilities included in the proposal. The form includes listing for the past ten (10) years, any violations of Federal OSHA or Cal OSHA workplace safety laws, including the nature of the violation, penalties assessed and corrective actions taken to address and prevent the violation from occurring again. The list shall include any such violations by the PROPOSER's SUBCONTRACTORS and facilities which the PROPOSER intends to use as part of its proposed operations. All questionnaires will be evaluated against industry standard safety statistics and the requirements of the OSHA regulations in relation to the activity to be performed.

Please note that the questionnaire requests copies of the following information:

- OSHA 300 Logs (for the past 5 years)
- Experience Modification Rate (EMR) documentation from your insurance carrier for 3 most recent years
- If your EMR is over 1.0, please attach a written explanation of the methods that are being implemented by your company to reduce this rate. Additional information is requested as applicable throughout the questionnaire

The CITY reserves the right to request additional safety program information to substantiate the information provided in the questionnaire.

3.10.11 FINANCIAL QUALIFICATIONS

Submit as attachment: (PROPOSER Attachment 4: Financial Qualifications)

The PROPOSER shall provide copies of audited financial statements for the entity that is proposed to sign the AGREEMENT from the three (3) most recent fiscal years. Audited financial statements should include: balance sheet, income statement, cash flow statement, footnotes, and subsidiary schedules. In the event that a PROPOSER does not have audited financial statements, three (3) years of business tax returns, with supporting schedules, may be provided. Tax returns are an alternative to providing audited financial statements; if the PROPOSER has audited financial statements, those shall be provided.

1. If the entity that will sign the AGREEMENT has a parent company or is proposing a joint venture, the parent company or joint venture company(s) shall also provide audited financial statements from the three (3) most recent fiscal years. The parent company shall provide a statement indicating its intent and means to provide financial assurance of performance.
2. If the entity that will sign the AGREEMENT has been in existence less than three (3) years, the PROPOSER shall provide sufficient financial data to substantiate, to the satisfaction of the CITY, the PROPOSER's financial capability and viability of the entity.
3. In addition to the audited financial statements, the PROPOSER shall provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
4. Financing of the services and equipment will be the sole responsibility of the successful PROPOSER. Each PROPOSER shall demonstrate that it can provide the required financing from either 1) internally generated funds, or 2) commitments from external sources.

The CITY reserves the right to require submission by the PROPOSER, at no cost to the CITY, of an opinion by a Certified Public Accountant with regard to the financial status of such PROPOSER, including ownership of, or interest in, equipment and facilities prior to award of an AGREEMENT.

As is set forth in this RFP, the CITY will make reasonable efforts, but makes no representation that it will be able to maintain total confidentiality of PROPOSER's financial information. A PROPOSER that submits financial information that it asks to have treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label it as a separate attachment, clearly identifying it as confidential. At all times, the CITY will comply with the provisions of the California Public Records Act.

3.10.12 REFERENCES

Submit Form 5: References:

PROPOSERS shall submit the names and contact information for either three (3) multifamily and three (3) commercial customers that can serve as references, or from three (3) municipal clients, if available. PROPOSERS shall identify the number of multifamily and commercial accounts serviced for each municipal reference, the type of DIVERSION programs, and the DIVERSION results for the last three (3) years.

3.10.13 CUSTOMER SERVICE, OUTREACH AND EDUCATION/TRAINING

The PROPOSER's customer service, outreach and education/training plan proposal shall include the following (narrative limited to 20 pages):

3.10.13.1 CUSTOMER SERVICE BUSINESS PROCESSES AND CAPABILITIES

Required narrative:

1. Description of the PROPOSER's protocols and procedures for receiving, prioritizing and ensuring the prompt resolution of customer service complaints; if available, the PROPOSER may submit an electronic copy of its Call Center procedures manual and/or workflow diagrams that describe how CUSTOMER calls are handled
2. Describe key performance metrics used to measure Call Center performance
3. A description of the PROPOSER's telephone system, including ACD capabilities, capability to interface with the SANITATION's CALL CENTER phone system, and features that may impact, positively or negatively, the PROPOSER's ability to handle a large volume of CUSTOMER calls during normal business hours
4. Description of the PROPOSER's protocols and procedures for receiving, prioritizing and ensuring prompt resolution of customer service complaints outside of normal business hours
5. Description of the PROPOSER's protocols and procedures for receiving, prioritizing and ensuring prompt response to CUSTOMERs with special service needs as described in Article 2.4.4

Submit as attachment: (PROPOSER Attachment 5: Training Plan)

6. A copy of the PROPOSER's training plan for all employees, including PROPOSER Call Center staff, drivers, and field response staff regarding processes and procedures for receiving, prioritizing and effectively responding to customer service complaints, billing issues, and other CUSTOMER needs.

Submit Form 6: Proposed Customer Service Staffing Plan

- Form 6: Proposed Customer Service Staffing Plan

3.10.13.2 OUTREACH AND EDUCATION

Required narrative:

7. A description of the PROPOSER's overall, ongoing approach to educate and inform the CUSTOMERs on opportunities to reduce disposal of SOLID WASTE by increasing DIVERSION and ORGANICS DIVERSION. The PROPOSER should describe how its proposed approach has worked successfully in other jurisdictions (including in California), or within the CITY if the PROPOSER has not undertaken such campaigns elsewhere, and describe the unique advantages of its approach.

3.10.13.3 BILLING

Required narrative:

8. A description of the PROPOSER's billing system (including software vendor, software version, server and database platform), a description of the ease with which modifications can be made to the system to add additional messages to the bill, change billing frequencies, add or reduce the level of detail presented on the CUSTOMER's bill, etc.

9. A description of the PROPOSER's capabilities to provide electronic billing and payment services, including web based billing and payment, ACH debit payment, billing and payment by mail, and any other formats.

Submit as attachments : (PROPOSER Attachment 6: Billing)

10. A copy of the PROPOSER's policies and procedures for handling CUSTOMER late payments and bad debts;
11. A copy of five (5) representative MULTIFAMILY residence bills from the past year; and
12. A copy of five (5) representative COMMERCIAL ESTABLISHMENT bills from the past year.

3.10.13.4 TECHNOLOGY REQUIREMENTS

This section addresses the PROPOSER's technology capabilities. The details of the specific systems that are used to capture and report Customer Service, Field Operations and Franchise Administration data are to be provided, as stipulated in previous sections of the RFP. The narrative also provides information on prior experience.

Required narrative:

Each PROPOSER shall describe in detail each of the following items related to its technology capabilities:

1. Planned IT roadmap (i.e., detailed timeline) for meeting all technology requirements of the FRANCHISE SYSTEM (described in Section 2.3.4) by the start of the transition period, including but not limited to: acquisition or expansion of hardware, software, network services, data and/or call center facilities, training of staff on technical systems.
2. Customer Service, Outreach and Education technical approach, including software, hardware and processes relating to how the PROPOSER will respond to:
 - Respond to, update and provide notifications on customer support requests and how the CONTRACTORS systems will be used in conjunction with the CITY's CRM
 - Provide a CUSTOMER facing web self-service system to allow for storing and updating account information, paying and viewing historical billing information and to track current location of collection vehicles
 - Allow CITY staff to view up to date customer bill payment history and service level
 - Track and report customer outreach and educational activities and their effects
3. Field Operations, technical approach, including software, hardware and processes relating to how the PROPOSER will:
 - Track and provide details on CUSTOMER service levels and extra services provided
 - Track and provide details on vehicle inventory
 - Provide hauling route details and updates
 - Track and provide details on vehicle inspections, location data and vehicle operational data
 - Capture and provide photographic and/or video surveillance in a digital format
 - Track and submit details relating to accidents, incidents or collisions
 - Track and submit details relating to personnel training, licenses, safety, and tailgates.
4. SOLID RESOURCES Collection, technical approach, including software, hardware and processes relating to how the PROPOSER will
 - Track and report on quantities of SOLID WASTE, RECYCLABLES, and ORGANICS collected
5. Cost and Fee (Franchise Administration) Information technical approach, including software, hardware and processes relating to how the PROPOSER will
 - Track and provide details for CUSTOMER billing, GROSS RECEIPTS, fees and liquidated damages due to the CITY

6. Past experience relating to:

- Technical approaches in fulfilling requirements for Items 2 – 5 above.
- Systems integration and data exchange with other clients. Provide specific examples of the integration of customer service data and reporting data (see Table 2-6). Additional categories for integration and data exchange may be included to demonstrate the PROPOSER's experience.

7. Additional detailed information relating to:

- Data backup and storage plans and procedures
- Use of additional software that will enhance the PROPOSER'S ability to implement and manage a FRANCHISE SYSTEM AGREEMENT.
- Any technical innovations should be included by completing an innovative idea form.

Submit as attachments: (PROPOSER Attachment 7: Technology)

1. Documentation of support for existing IT systems including: response times for the resolution of IT system or other system failures and CONTRACTORS IT Help Desk Support hours of operation.
2. Organization charts reflecting the technical support resources, including internal and external resources and services
3. Change management plan, defining how software changes are planned and implemented
4. Configuration management plan, defining how configuration changes are tested and implemented

3.10.14 TRANSITION PLAN

The PROPOSER's transition plan proposal shall include the following (narrative limited to 10 pages):

3.10.14.1 CUSTOMER CONTACT AND ACCOUNT SET UP

Required narrative:

- Describe processes and timelines for contacting CUSTOMERs to set up accounts and billing.
 - Description of process to identify, outreach to, and implement collection of all existing food waste and yard trimmings CUSTOMERs to be served at the service start date
 - Describe processes, media formats (in person, door hangers, web, etc.) and timelines for informing and educating CUSTOMERs about new service options available to them; source separation requirements and other relevant service information.
 - Description of how the availability of ORGANICS collection will be communicated to COMMERCIAL ESTABLISHMENTS, including MULTIFAMILY

Submit the following form:

- Form 7: Proposed Transition Plan

3.10.14.2 PROCUREMENT AND HIRING PLAN

Required narrative:

- Proposed schedule to procure new CONTAINERS and new vehicles required, and to support services provided under the FRANCHISE SYSTEM
- Proposed schedule for hiring and training project staff
- Description of efforts to support the First Source Hiring Ordinance

3.10.14.3 CONTAINER DELIVERY PLAN

Required narrative:

- Describe the plan and milestones for delivering all required CONTAINERS to CUSTOMERS. Refer to Article 2.3.5.5 for additional details.

3.10.14.4 TRANSITION STAFFING AND BUSINESS PROCESSES FOR CUSTOMER SERVICE

Required narrative:

- A description of any technologies, business process changes that will be employed during transition to respond to high volumes of CUSTOMER complaints, service requests and other inquiries.

3.10.15 SERVICE PLAN

The PROPOSER's service plan proposal shall include the following (narrative limited to 25 pages):

3.10.15.1 COLLECTION SERVICES

Required narrative:

- Describe any strengths or advantages of the PROPOSER's day to day approach to service delivery, including base yard locations, processes for managing daily staffing levels, processes for ensuring missed collections are minimized, on board technologies to ensure prompt resolution of CUSTOMER issues, and available capacity to send field representatives to provide on-site CUSTOMER assistance.

Submit the following forms:

- Form 8: Collection Vehicles
- Form 9: Collection and Field Response Staff

3.10.15.2 CONTAINERS

Required narrative:

- Proposed plan for repairing, replacing and maintaining CONTAINERS in accordance with requirements of Section 2.4.2

3.10.15.3 VEHICLES AND ROUTING

Required narrative:

- Procedures and protocols in place to ensure compliance with the CITY's restrictions on collection hours
- In-vehicle or portable technology to ensure that collection workers properly record work performed each day, including provision of EXTRA SERVICES, circumstance where service was not performed due to a blocked CONTAINER, etc.
- Proposed processes, procedures, protocols and technology (including GPS and routing software) to ensure efficient routing of collection vehicles in a manner that minimizes route-miles, provides collection service at the lowest possible costs, enhances safe routing such as minimizing left turns, and minimizes vehicle impacts on air quality.

Submit the following form:

- Form 10: Collection Routes and VMT

3.10.15.4 TRANSFER, DISPOSAL AND PROCESSING FACILITIES

Required narrative:

- Capabilities of proposed transfer, disposal and processing facilities in relation to the requirements of Section 2.5.2
- Documented performance advantages of all transfer, disposal, and processing facilities proposed to be used
- Known plans to expand, retrofit or upgrade facilities, including collection yards proposed to be used
- Proposed plans to bring into service additional transfer, disposal or processing facilities (including new facilities) during the term of the AGREEMENT

Submit as attachment: (PROPOSER Attachment 8: Transfer, Disposal and Processing Facilities)

- A letter from an authorized agent of each facility the PROPOSER plans to use over the course of its AGREEMENT with the CITY that verifies the facility's permitted capacity, capabilities, and compliance with the requirements of Section 2.5. Each letter of agreement shall confirm that the facility will provide the capacity required by the PROPOSER over the term of the AGREEMENT.

Submit the following form:

- Form 11: Facilities

3.10.15.5 SPECIAL SERVICES

Required narrative:

- Describe proposed plans, including resource commitments, to service the needs of industries and CUSTOMERs with unique service needs, as described in Section 2.4.4
- Describe proposed plans to utilize existing service providers, as SUBCONTRACTORs, to serve any or all of industries and CUSTOMERs described in Section 2.4.4
- Any distinguishing business processes, capabilities and/or resources the PROPOSER offers to provide a superior level of customer service to those industries and CUSTOMERs described in Section 2.4.4

3.10.15.6 CONTINGENCY PLAN

Required narrative:

- Description of Contingency Plan Training for PROPOSER employers; documentation that employees receive training at least annually;
- Description of any events in the past three (3) years where the PROPOSER has had to execute its Contingency Plan; and
- Written description and/or other information describing the PROPOSER's capabilities to support the CITY during and after a major emergency or disaster, such as an earthquake.

Submit as an attachment: (PROPOSER Attachment 9: Evidence of Labor Peace Agreement)

- An affidavit verifying compliance with Article 2.4.5.1 of this RFP and Section 66.33.6(c) of the Los Angeles Municipal Code. PROPOSERS may use Form 15 to satisfy this requirement.

Submit as an attachment:

- Contingency Plan: Copy of PROPOSER's Contingency Plan (provide electronically with proposal submittal).

3.10.15.7 FACILITIES COMPLIANCE

Required narrative:

- Description of the extent to which the facilities proposed to be used by the PROPOSER during the term of the AGREEMENT are in compliance with the requirements of Section 2.5.3
- For proposed facilities that may be out of compliance at the time of this submittal, a statement of commitment from the PROPOSER to bring those facilities, to the extent feasible, into compliance with the requirements of Section 2.5.3

3.10.15.8 REPORTING

Required narrative:

- Description of the PROPOSER's technical capabilities to ensure timely reporting and data transfer to the CITY as described in Section 2.4.6; the description shall include an overview of the server, database and any other IT capabilities that will facilitate the efficient and accurate availability and/or transfer of information to the CITY

- Description of how the PROPOSER has effectively implemented the efficient and accurate transmittal of electronic data for at least three (3) other clients with requirements similar to the CITY's

3.10.15.9 SAFETY

Submit as attachment: (PROPOSER Attachments 11: Safety)

- Copy of the PROPOSER's safety plan (Injury and Illness Prevention Program including protocols and procedures), as well as the safety plans for SUBCONTRACTORS and facilities the PROPOSER plans to use during the term of the AGREEMENT
- Copy of the PROPOSER's annual safety training schedule, as well as annual safety training schedule for SUBCONTRACTORS and facilities the PROPOSER plans to use during the term of the AGREEMENT
- Documentation confirming the PROPOSER's (including all SUBCONTRACTORS' and facilities') compliance with State and Federal Workplace Safety laws for the past five (5) years

3.10.15.10 PERFORMANCE STANDARDS

Required narrative:

- Describe internal quantitative performance measures used by the PROPOSER to ensure a high degree of customer field service, including timely response measures.
- Describe performance measures that have been used by customers and/or other jurisdictions to hold the PROPOSER accountable for customer field response.

3.10.16 DIVERSION PLAN

The PROPOSER's diversion plan proposal shall include the following (narrative limited to 13 pages):

3.10.16.1 DIVERSION PLAN STRATEGY

Required narrative:

- Description of how the PROPOSER plans to reach programmatic milestones and waste disposal reduction thresholds to meet the CITY's ZERO WASTE goals including a description and list of programs to be implemented.
- Description of proposed processing facilities (including COMMINGLED RECYCLABLES and ORGANICS) if any, including timeline for construction and commissioning
- For each diversion program discussed in the Diversion Plan, briefly address:
 - Diversion theme, implementing strategy, and/or methodology
 - Target audience
 - Tracking, reporting, feedback, and follow-up procedures

Submit the following forms:

- Form 12: Diversion Plan

3.10.16.2 ORGANICS IMPLEMENTATION PLAN

Required narrative:

- Description of additional ORGANICS to be targeted through new and/or expanded collection and diversion programs over the term of the AGREEMENT.
 - Develop metrics on how ORGANICS is expanded over the course of the term of the AGREEMENT
 - Education and outreach on ORGANICS and its expansion
 - Description of how the availability of ORGANICS collection will be communicated to COMMERCIAL ESTABLISHMENTS, including MULTIFAMILY

3.10.17 COST AND FRANCHISE FEE PROPOSALS

3.10.17.1 COST PROPOSAL

- Submit Form 13: Cost and Franchise Fee Proposal:

The PROPOSER shall complete and submit electronically a cost and franchise fee proposal form for each FRANCHISE ZONE (including BUNDLED FRANCHISE ZONES) for which it submits a proposal. The forms require PROPOSERS to provide costs that will be used to establish rates for the base service package as well as rates for additional services. The forms require that PROPOSERS submit the following:

- FRANCHISE ZONES and BUNDLED FRANCHISE ZONES for which PROPOSER is submitting a proposal.
- Unit costs for select service levels by component (e.g. collection, fuel, administration/customer service, and CONTAINER rent).
- Disposal/processing costs separately for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS (separately for green waste and food waste).
- Operating margin (profit) that will apply to all material types, BLACK BIN/BLUE BIN/GREEN BIN, sizes, and frequencies. (Note, operating margin is not applied to processing or disposal.)
- Bin service additional charges (per use) for extra pick-ups, temporary CONTAINERS, and hourly rates separately for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS.
- ROLL OFF additional charges (per use) for extra pick-ups, temporary CONTAINERS, hourly rates, delivery, connect/disconnect, and demurrage (daily, monthly) separately for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS.
- Unit costs for horse manure collection by component (e.g. processing/disposal, collection, fuel, administration/customer service, and CONTAINER rent), and relevant additional charges.

The electronic cost proposal forms also require PROPOSERS to submit material density estimates, and vehicle spare ratios that will be used to further assess PROPOSER's

understanding of the operational requirements for service delivery and the reasonableness of the costs proposed.

Existing service levels for SOLID WASTE AND RECYCLING CONTAINER service as reported to SANITATION are provided in the forms for information purposes.

The unit costs and other information provided will be used to evaluate PROPOSERs cost proposals. The PROPOSER shall only provide the information requested in the forms. The PROPOSER shall not change or in any way modify the forms or any of the factors or formulas.

3.10.17.2 FRANCHISE FEE PROPOSAL

- Submit Form 13: Cost and Franchise Fee Proposal:

The electronic Cost and Franchise Fee Proposal Forms also include an entry for a proposed FRANCHISE FEE, anticipated at not less than 10%, as a percent of GROSS RECEIPTS, that will be paid to the CITY on a quarterly basis, for each FRANCHISE ZONE (including BUNDLED FRANCHISE ZONES) for which it submits a proposal. The FRANCHISE FEE will be considered in the evaluation of each cost proposal.

3.10.18 INNOVATIVE IDEAS

Submit the following Form 15: Innovative Ideas

- Form 15: Description of proposed innovation(s), including costs (ongoing and one time), proposed partnerships required for implementation, benefit to CUSTOMERs, and/or toward advancing the CITY's goals, including ZERO WASTE.

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

4.1 PROPOSAL EVALUATION

4.1.1 GENERAL

The CITY will select the PROPOSER(S) which is determined to be the most qualified, having the best experience, provide competitive prices, and possess the ability to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in Section 4.2. The CITY may deviate from the established evaluation criteria at its sole discretion.

In order to be evaluated, proposals shall comply with the following:

- PROPOSERS shall have attended the Mandatory Pre-Proposal Conference;
- Proposals shall be received by the submission date and time; and
- Proposals shall be submitted in conformance with the requirements of this RFP.

The CITY has not determined how many PROPOSERS it will negotiate with to serve the eleven (11) FRANCHISE ZONES that make up the FRANCHISE SYSTEM. As stated in Article 1, no PROPOSER will be awarded AGREEMENTs to serve more than forty nine (49) percent of all the COMMERCIAL and MULTIFAMILY accounts that comprise the FRANCHISE SYSTEM. While a PROPOSER may choose to submit a proposal on any number (or all) of the FRANCHISE ZONES that make up the FRANCHISE SYSTEM, the CITY reserves the right to select the number of zones it chooses to negotiate over, based on the evaluation of the proposal for each zone. If a PROPOSER is awarded one of the three (3) smaller zones (DT, EDT, or SE) it will not be awarded any of the other ten (10) FRANCHISE ZONE

The CITY reserves the right to suspend negotiation with a PROPOSER, should the CITY conclude that an AGREEMENT cannot be reached with the PROPOSER for one or more of the FRANCHISE ZONES under negotiation with the PROPOSER. The CITY further reserves the right to enter into simultaneous negotiations with two (2) or more PROPOSERS for any FRANCHISE ZONE where reasonably competitive proposals have been received by the CITY, as determined by the evaluation process described below.

4.1.2 NON-RESPONSIVE PROPOSALS

Factors such as, but not limited to, any of the following may be considered just cause for a proposal to be considered non-responsive without further consideration:

- Evidence of collusion, directly or indirectly, among PROPOSERS in regard to the amount, terms, or conditions of this proposal;
- Failure to direct all questions/inquiries through the CITY contact as set forth in Section 3.6 of this RFP;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between the CITY and the PROPOSER and/or the PROPOSER's related entities;

- Submittal of “non-negotiable” exceptions to the requirements of FRANCHISE SYSTEM terms and conditions;
- Any inappropriate conduct or contact with a member of the CITY regarding the FRANCHISE SYSTEM;
- Evidence of willfully submitting incorrect information as part of the proposal; and
- Evidence of PROPOSER’s inability to successfully complete the responsibilities and obligations of the proposal.
- Failure to attend Pre-Proposal meeting.

4.1.3 NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for proposal to be deemed non-responsive, at the sole discretion of the CITY.

4.1.4 REQUIRED DOCUMENTS

Proposals will be reviewed to determine if all required documentation is included. Proposals without required documents will be deemed unresponsive and will be disqualified from further consideration.

4.2 PROPOSAL CRITERIA

The following proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals.

TABLE 4-1
EVALUATION CRITERIA AND ASSOCIATED WEIGHTING

| CATEGORY | PERCENT DISTRIBUTION OF POINTS BASED ON IMPORTANCE TO THE CITY |
|---|---|
| Qualifications | 10% |
| Customer Service, Outreach and Education/Training | 25% |
| Service Plan | 20% |
| Diversion Plan and Innovative Ideas | 25% |
| Cost and Franchise Fee Proposals | 20% |
| Total | 100% |

4.3 EVALUATION

Proposals will be reviewed by an evaluation panel consisting of SANITATION staff, and may include representatives from outside SANITATION. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel's requests. CONTRACT(s) will be submitted to the BOARD, Mayor, and CITY COUNCIL for approval

4.4 CONFLICT OF INTEREST

Each Proposer is required to disclose in its proposal any current or contemplated relationship in relation to this proposal or subsequent contract with: 1) a current City employee, official, or consultant; 2) a former City employee, official, or consultant; or 3) an immediate family member of the employee, official, or consultant. A current or contemplated relationship for purposes of the disclosure requirement includes, but is not limited to, a Proposer's officer, employee, shareholder, contractors, subcontractors, or consultant. Failure to make the requisite disclosure may result in the disqualification of the proposal or cancellation of contract or contract award.

Each Proposer is cautioned to carefully consider the following state and City conflict of interest laws and restrictions before engaging any current or former City officials, employees or consultants in connection with a proposal submitted in response to this RFP. Failure to adhere to these restrictions could render any resulting contract void, disqualify a bidder, and/or result in personal consequences for the City official or consultant. The City may reject any proposal if the proposer or its agent does not adhere to the following:

Government Code Section 1090 prohibits a current or former public official from receiving a direct or indirect financial benefit in relation to a contract involving the official's agency if the official participated in any way in making the contract while in government service. This prohibition applies even if the official's participation in "making" the contract merely involved (1) preliminary discussions regarding the creation of a program that would include subsequent discretionary contracts, (2) the decision to contract, (3) terms of a possible RFP or contract, or (4) the parties to a contract. This restriction may also apply to City consultants.

Los Angeles Municipal Code Section 49.5.13 prohibits former City officials including designated employees from attempting to influence, for compensation, City action on any matter pending before either an agency with which the former official previously served or any City agency, depending on the status of the former official, for a period of one year. Moreover, former City officials and employees are subject to a lifetime ban on attempting to influence or advising others, for compensation, regarding City action on any specific matter in which the former official personally and substantially participated while in City service if the matter is still pending with a City agency or a City agency is still a party to the matter.

ARTICLE 5 - PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

The CITY desires to receive proposals from qualified and capable PROPOSERS who can demonstrate a high degree of technical, operational and financial abilities to develop and provide SOLID RESOURCES collection and handling services. The CITY is seeking proposals from PROPOSERS with the following qualifications:

- Experience as a service provider to residential and commercial customers for collection of SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS;
- Experience serving a diverse customer base, reflective of those that will be served under the FRANCHISE SYSTEM, for the collection of SOLID WASTE, COMMINGLED RECYCLABLES and ORGANICS;
- Support for the CITY's Zero Waste Goal through implementation of diversion programs
- Demonstrated success in providing a high level of customer service, include responsiveness to CUSTOMER complaints, service requests and other inquiries;
- A demonstrated commitment to worker safety; and
- Sufficient financial capability to implement and execute an AGREEMENT over the full term of the AGREEMENT.

5.1 EXPERIENCE

The PROPOSER and, where applicable, a parent company, or a partner or partners in the joint venture submitting a proposal shall possess no fewer than ten (10) consecutive years of actual SOLID WASTE collection experience. In the case of joint venture or partnership proposals, at least one general partner of the team shall meet these requirements. In addition, the PROPOSER, including all partners to a joint venture or partnership proposal, may not be in default pertaining to any material contract obligations during the previous five (5) years.

5.2 FINANCIAL QUALIFICATIONS

5.2.1 DEMONSTRATION OF FINANCIAL QUALIFICATIONS

The PROPOSER is required to demonstrate that it is financially qualified to perform the services requested in this RFP. To be considered financially qualified, the PROPOSER or its parent company shall:

- Be capable of furnishing a letter of credit or acceptable substitute as specified and required in Section 3.10.3 of this RFP.
- Provide the most recent audited financial statements of the entity that will enter into the AGREEMENT with the CITY as required in Section 3.10.11. Such statements shall be certified by an officer or other responsible representative of the entity and accompanied by the expert opinion of an independent certified public accountant. In the event that a PROPOSER does not have audited financial statements, three (3) most recent years of business tax returns, with supporting schedules, may be provided on an exception basis. However, tax returns are an alternative to providing audited financial statements; if the PROPOSER has audited financial statements, those shall

be provided. In the case of a joint venture or general partnership of more than one company, financial information shall be supplied for all joint venture parties or general partners.

- List any current and potential financial liabilities, including potential liabilities for issues involving regulatory violations, and pending and current legal actions, etc.

5.2.2 PROJECT FINANCING

The CITY will not finance any proposal and will not assume any risks related to financing of an existing project or the development of a new project. The PROPOSER shall provide all financing for any project associated with the execution of an Agreement (existing or in development), including but not limited to land acquisition (if necessary), environmental documentation, permitting, design, construction, and operating costs. The PROPOSER shall propose a financing strategy to support the service the PROPOSER intends to provide.

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute AGREEMENTs with the selected PROPOSERs that will provide the services specified in this RFP. The AGREEMENTs will incorporate all of elements of PROPOSERs' business and technical proposals agreed upon. Set forth in this Article are the major terms of the business arrangement that the CITY seeks with the selected PROPOSERs, as further defined by the proposal items contained the PROPOSERs' proposals.

6.1 TERM OF PROPOSED AGREEMENT

The proposed AGREEMENTs will be for a contractual term of ten (10) years with two (2) additional five (5) year renewal options to be exercised at the CITY's sole discretion. These AGREEMENTs are subject to final approval by the BOARD, Mayor, and CITY COUNCIL.

6.2 PERFORMANCE GUARANTEES

The selected PROPOSERs warrant that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSERs' profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSERs shall perform such professional services as may be necessary to accomplish the work required to be performed under these AGREEMENTs in accordance with these AGREEMENTs. The selected PROPOSERs shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSERs under these AGREEMENTs. The selected PROPOSERs shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

6.3 PERFORMANCE BOND

As a security for performance under the terms of this RFP and subsequent AGREEMENTs, selected PROPOSERs will be required to furnish, upon execution of a CONTRACT with the CITY, a performance bond, or equivalent security, in a form acceptable to the CITY. The term of the performance bond or approved equivalent shall be renewed annually for the life of the CONTRACT.

Prior to the award of any CONTRACT, selected PROPOSER(s) does not have to post the performance bond; however, selected PROPOSER(s) shall show the capability to do so with a letter from a bonding company.

6.4 LIABILITY OF SELECTED PROPOSER

Except as otherwise provided in the proposed AGREEMENT, each selected PROPOSER shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the selected PROPOSER's negligent performance of any of the services furnished under the AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data or any third party.

6.4.1 FIFTH YEAR REVIEW OF CONTRACTOR PERFORMANCE

The CITY will conduct a review of each CONTRACTOR's performance during the fifth (5th) year of the first ten (10) years of the CITY's AGREEMENT with CONTRACTOR. The review will assess the adequacy of the CONTRACTOR's performance over the first five (5) years of the AGREEMENT in relation to the service related performance requirements, DIVERSION targets, ORGANICS participation and performance, safety record, and other measurable elements included in the CONTRACTOR's AGREEMENT. Substandard performance will, at a minimum, require immediate corrective actions on the part of the CONTRACTOR, and may result in the termination of the CONTRACTOR's AGREEMENT if the review concludes that the CONTRACTOR cannot guarantee that it will correct deficiencies.

While the CITY's Contractor Performance Evaluation Ordinance allows for the review of contracts at any time, this program will be evaluated, at a minimum during the fifth year.

6.5 KEY PERSONNEL

Each PROPOSER shall designate, as part of its submittal, a CONTRACT PROJECT MANAGER to be assigned to administer its AGREEMENT and serve as the PROPOSER's point of contact with the CITY. Additional personnel shall be assigned, subject to the CITY's approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENTs shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior consent and approval of CITY, provided such consent shall not be unreasonably withheld.

6.6 CONTRACTOR PERSONNEL

Unless otherwise provided or approved by the CITY, each selected PROPOSER shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. Each selected PROPOSER agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY within thirty (30) business days of a request by the CITY.

Selected PROPOSERS shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, selected PROPOSERS shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve selected PROPOSERS' SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSERS' SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

6.7 SUBCONTRACTORS

All subcontracts in excess of \$10,000 shall require submission to SANITATION for approval. A copy of all subcontracts shall be submitted to SANITATION's Central Contracting Unit and the CONTRACT PROJECT MANAGER showing the SUBCONTRACTOR's name and dollar

amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSERS shall not be considered SUBCONTRACTORS. No selected PROPOSER shall change any of its designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval is not unreasonably withheld.

6.8 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of the CONTRACT and within the four (4) years following final payment made by the CITY hereunder or the expiration date of the CONTRACT, whichever occurs last. Each CONTRACTOR shall provide any reports requested by the CITY regarding performance of CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this AGREEMENT, shall include a like provision for work to be performed under the CONTRACT.

6.9 CHANGES OR MODIFICATIONS

Changes or modifications in the terms the subsequent AGREEMENT may be made at any time by mutual written agreement between the parties hereto. The CITY PROJECT MANAGER's authority to amend the AGREEMENT will be limited to modifications which do not change the total compensation for services by more than \$10,000, provided that the changes are reflected in an Amendment approved by the Mayor, Board of Public Works, and CITY COUNCIL, as appropriate.

6.10 TERMINATION

- 6.10.1 The AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 6.10.2 The AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, the CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

- 6.10.3 The AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.
- 6.10.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

- 6.10.5 Upon receipt of a termination action under Sections 6.10.1, 6.10.2, 6.10.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this AGREEMENT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein within thirty (30) business days of said termination.
- 6.10.6 Upon termination under Sections 6.10.1, 6.10.2, 6.10.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 6.10.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, a payment to the CONTRACTOR shall be made as provided in Section 6.10.4 of this Article.
- 6.10.8 The rights and remedies of the CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

6.11 INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, the CONTRACTOR

undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the CONTRACT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph survive expiration or termination of the CONTRACT.

6.12 CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

6.13 INDEPENDENT CONTRACTOR

The PROPOSER is acting as an independent contractor and not as an agent or employee of the CITY. The PROPOSER shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. The CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the PROPOSER.

6.14 OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under the CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, web sites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under the CONTRACT.

CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

6.15 SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to the AGREEMENT which consent shall not be unreasonably withheld.

6.16 FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

6.17 SEVERABILITY

Should any portion of the proposed AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the proposed AGREEMENT will continue as modified.

6.18 DISPUTES

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition

to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

6.19 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance under the AGREEMENT shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wages and hours and licensing laws which affect employees. The AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by the proposed AGREEMENT shall be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

6.20 BREACH

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

6.21 RIGHTS RESERVED BY THE CITY

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP:

1. Select and enter into an AGREEMENT with PROPOSERS who, in the CITY's sole judgment, are responsive to this RFP and whose proposals will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award AGREEMENTs to more than one PROPOSER.
3. Request additional information and/or clarification from any or all PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by any or all PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.

10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are not considered material. However, in the event that a PROPOSER is awarded an AGREEMENT, the PROPOSER shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER, award a CONTRACT, or proceed with the implementation of any proposal made in response to this RFP.

6.21.1 RIGHT TO AUDIT

The CITY reserves the right to audit a CONTRACTOR'S records, data, business processes, licenses and certifications or any other information relevant to the ensuring that the CONTRACTOR is in compliance with its AGREEMENT and/or local, state and federal law. The CITY agrees to give a CONTRACTOR no less than ten (10) business days' notice before beginning such an audit.

6.21.2 RIGHT OF INSPECTION

The CITY reserves the right to observe and inspect all records, facilities, equipment, and operations required for the execution of the AGREEMENT including but not limited to collection operations; disposal, transfer and processing operations; customer service operations; and financial and record keeping functions.

CITY inspections staff shall have the right at any time to observe and inspect the operations of any, or all, facilities used to perform work under AGREEMENT to ensure the CONTRACTOR is in compliance with all applicable regulations and obligations. This right of inspection shall extend to all handling, transfer, disposal, recycling, or material processing facilities contracted or subcontracted, at any tier, pursuant to this RFP.

6.22 ACCEPTANCE OF TERMS AND CONDITIONS

Submission of a proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated here in. All proposals shall be submitted in writing and shall include all required documents including forms, attachments, and other specifications.

6.23 COMPENSATION AND PAYMENT

Each CONTRACTOR is responsible for monthly billing and collection of payments from CUSTOMERS in its FRANCHISE ZONE(s). Each CONTRACTOR shall remit the CITY, thirty (30) days after the end of the previous quarter, all fees, including the FRANCHISE FEE, AB 939 FEE, and fee for recycling services not provided to the CITY (as detailed in the CONTRACTOR'S AGREEMENT).

6.23.1 FEES FOR RECYCLING SERVICES NOT PROVIDED

Initially, it is possible that not all customers will accept a BLUE BIN for recycling services. For each customer that does not accept a BLUE BIN from the CONTRACTOR, the CONTRACTOR will still invoice the full SOLID WASTE rate that includes SOLID WASTE and COMMINGLED RECYCLABLES services. Because the recycling services are not being rendered by the CONTRACTOR, the CONTRACTOR will remit to the CITY the portion of the collection fee for recycling service not provided as detailed in the AGREEMENT. An example of how these fees will be calculated is provided in Appendix 1.6 Rate and Compensation Examples.

6.23.2 METHODOLOGY FOR CALCULATING CONTRACTOR COMPENSATION

CONTRACTORS are responsible for billing CUSTOMERs according to the rate and fee schedule included in their AGREEMENT. These rates and fees include a FRANCHISE FEE, applied as a percent of GROSS RECEIPTs, and a 10 percent AB 939 FEE applied as a percent of GROSS RECEIPTs for SOLID WASTE services.

6.23.3 CONTRACTOR'S MONTHLY COMPENSATION IS THE TOTAL DOLLAR VALUE OF THE PAYMENTS IT HAS RECEIVED FROM CUSTOMERS IN THE PREVIOUS QUARTER LESS THE FEES DUE THE CITY

At the commencement of service under the AGREEMENTs, rates will include the FRANCHISE FEE and AB 939 FEE. The CITY may choose to increase or decrease rates for fees in the future, subject to applicable law, and may adjust CUSTOMER rates accordingly.

6.23.4 ANNUAL COMPENSATION ADJUSTMENT

Each year, information from the PROPOSERs cost and franchise fee proposal about its component costs and readily available price indexes will be used as the basis for adjusting CONTRACTOR compensation (plus additional financial information that may be requested by SANITATION). Each rate and the rates for SPECIAL SERVICES shall be adjusted in accordance with the following percentages, the total annual compensation adjustment shall not exceed 5%:

| |
|---|
| TABLE 6-2 ANNUAL COMPENSATION ADJUSTMENT |
|---|

| Index | Escalator Name | Cost Component |
|------------------|-----------------------|---|
| CPI-W | CPI % | Labor, maintenance, insurance, operations, other operating expense, G&A |
| 80% CPI-2 | Disp/Proc % | Disposal and processing |
| PPI-No. 2 Diesel | Fuel % | Fuel |
| No Escalation | Int/Dep % | Interest and depreciation |

ARTICLE – CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)

All PROPOSERS are required to adhere to the CITY's policies on Personal Services Contracts. Each proposal shall include the relevant completed forms, also included in Attachments.

7.1 INSURANCE REQUIREMENTS

The selected PROPOSERS will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY's Risk Manager and the BOARD:

- | | | |
|-----|--------------------------------|-------------|
| (a) | General Liability | \$2,000,000 |
| (b) | Workers' Compensation | |
| | Employer's Liability Insurance | \$1,000,000 |
| (c) | Automobile Liability | \$5,000,000 |
| (d) | Crime Insurance | \$1,000,000 |

All PROPOSERS, as part of their Proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in Attachment C. The CITY's Risk Management, CAO Office, will determine actual insurance coverage at the time a specific Proposal is accepted.

7.2 BUSINESS TAX REGISTRATION CERTIFICATE REQUIREMENT

If applicable, selected PROPOSER represents that it has obtained and presently holds the Business Tax Registration Certification required by the CITY's Business Tax Ordinance Article 21.00 et seq, of the CITY Municipal Code. For the term covered by this AGREEMENT, CONTRACTORS shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended (See Attachment B).

7.3 NON-COLLUSION

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for CONTRACT award, nor made in the interest or in behalf of any person herein named; the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the PROPOSER has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER" (see Attachment G).

7.4 LOS ANGELES RESIDENCE INFORMATION

It is the policy of the CITY to require all PROPOSERS or individuals seeking CONTRACTs with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch office
- Percentage of work force in each Los Angeles branch office residing in the CITY

See Attachment F for sample form.

7.5 CONTRACT HISTORY

The CITY COUNCIL passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all CITY contracts held by the bidder or any affiliated entity during the preceding 10 years. PROPOSERS shall complete and return the Contract History form included in Attachment J.

7.6 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

PROPOSERS are advised that any CONTRACT awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction services for the CITY for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Articles 10.8.3., Equal Employment Practices Provisions. All PROPOSERS shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, no later than the time when an individual Bid/Proposal is submitted. However, PROPOSERS with Certifications previously uploaded to BAVN within the last year do not need to re-submit the document.

Non-construction contracts for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Articles 10.8.4., Affirmative Action Program Provisions. All PROPOSERS shall complete and upload, the City of Los Angeles Affirmative Action Plan (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) www.labavn.org no later than the time when an individual Bid/Proposal is submitted. PROPOSERS opting to submit their own Affirmative Action Plan may do so by

uploading their Affirmative Action Plan onto the CITY's BAVN. PROPOSERS with Affirmative Action Plan previously uploaded to BAVN within the last year do not to re-submit the document.

Furthermore, subject SUBCONTRACTORS shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful PROPOSER prior to commencing work on the CONTRACT. The SUBCONTRACTORS' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful PROPOSER and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto BAVN.

PROPOSERS seeking additional information regarding the requirements of the CITY's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.7 BUSINESS INCLUSION PROGRAM

It is the policy of the CITY to provide Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veterans Business Enterprises (DVBE) and Other Business Enterprises (OBE) an equal opportunity to participate as SUBCONTRACTORS in the performance of CITY contracts. PROPOSERS shall assist the CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE(S), WBE(S), SBE(S), EBE(S), DVBE(S) and OBE(S) have an equal opportunity to compete for and participate in CITY contracts. The BOARD has set anticipated participation levels of eight percent (8%) for MBE, five percent (5%) for WBE, five percent (5%) for SBE, one percent (1%) for EBE, one percent (1%) for DVBE for this project.

The Business Inclusion Program (BIP) required in this RFP is in accordance with Mayor's Executive Directive 14. Business Inclusion Program documentation, in which must be completed at labavn.org will be evaluated separately from the proposal. PROPOSERS shall submit sufficient documentation and meet prescribed deadlines to be deemed responsive. Failure to submit adequate Business Inclusion Program documentation will result in the proposal being deemed non-responsive. PROPOSERS to this RFP will have until 4:30 P.M. of the following CITY working day to complete the BAVN-generated Summary Sheet with responses from all Subcontractors.

The CITY recognizes that the potential subcontracting opportunities and the associated level of participation will vary depending on the franchise zone(s) awarded. Due to the nature of these services, the CITY is requiring that PROPOSERS submit a Schedule A, List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors, at the same time when submitting their proposals. The list must also be inclusive of all subcontractors for ALL zones for which the PROPOSER will be submitting a proposal. The list must include the names of any potential MBE/WBE/SBE/EBE/DVBE/OBE subcontractors, vendors, or any business that renders services or provides goods or rentals with whom the respondent believes it may do business with

as a result of receiving a contract resulting from this RFP. Following contract negotiation and prior to contract award, PROPOSERS will be required to submit to the CITY a Schedule B MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form for each contract for which they are awarded that includes the final list of subcontractors (from Schedule A) for that specific contract and their pledged subcontractor participation dollar values.

The outreach shall attempt to provide a portion of the CONTRACT to MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS. Failure to include supporting documentation of a Business Inclusion Program, as outlined in Appendix 7, Attachment D, or failure to achieve a passing result, will render the Proposal non-responsive and result in its rejection. The following NAICS Codes have been identified as work areas for which subcontracting outreach shall be performed:

| LABAVN NAICS - Commercial Franchise Program | | |
|---|--------|---------------------------------------|
| | | |
| 48 Transportation and Warehousing | | |
| 48 | 484110 | General Freight Trucking, Local |
| 51 Information | | |
| 51 | 518210 | Data Processing, Hosting & Services |
| 51 | 519130 | Internet Publishing & Broadcasting |
| 54 Professional Scientific and Technical Services | | |
| 54 | 541512 | Computer Systems Design Services |
| 54 | 541613 | Marketing Consult Services |
| 54 | 541810 | Advertising Agencies |
| 54 | 541820 | Public Relations Agencies |
| 54 | 541850 | Display advertising |
| 54 | 541860 | Direct Mail Advertising |
| 54 | 541870 | Advertising Material Distribution |
| 54 | 541890 | Other services related to advertising |
| 54 | 541910 | Marketing Research & Public Polling |
| 54 | 541930 | Translation and Interpretation Serv |
| 56 Administrative Support, Waste Management and Remediation Services | | |
| 56 | 562111 | Solid Waste Collection |
| 56 | 562212 | Solid Waste Landfill |
| 81 Other Services | | |
| 81 | 811212 | Computer & Office Machine Repair |
| 81 | 811213 | Communication Equip Repair & Maint |
| 81 | 811219 | Other Electronic and Precision Equip |
| 81 | 811310 | Commercial & Industrial Machinery |

7.8 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE/LIVING WAGE ORDINANCE

Each franchisee shall comply with all requirements of an "Employer" under the City's Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37, et. seq. PROPOSERS who believe that they meet the qualifications for an exemption as a non-profit or one-person contractor shall apply for such exemption from the LWO by submitting with their proposal the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). This exemption form is available on the Bureau of Contract Administration web site at <http://bca.lacity.org/index.cfm>.

Each franchisee shall also be deemed a "contractor" for purposes of the City's Service Contractor Worker Retention Ordinance, Los Angeles Administrative Code Section 10.36, et seq, and shall comply with all the requirements of a "contractor" thereunder.

7.9 EQUAL BENEFITS ORDINANCE

PROPOSERS are advised that any AGREEMENT awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a CITY CONTRACT value of which exceeds \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the CITY's BAVN. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

PROPOSERS seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.10 CONTRACTOR RESPONSIBILITY ORDINANCE

Each franchise AGREEMENT is hereby deemed a "contract" for purposes of the City's Responsible Contractor Program, Los Angeles Administrative Code Section 10.40, et seq., and each franchisee shall comply with all requirements of a "Contractor" thereunder.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in Attachment A. Failure to return the completed Questionnaire may result in a PROPOSER being deemed non-responsive.

7.11 SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any CONTRACT awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All PROPOSERS shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the CITY's Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a CITY CONTRACT.

PROPOSERS seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.12 MUNICIPAL LOBBYING ORDINANCE

Any PROPOSERS for a CONTRACT, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its PROPOSAL a certification form prescribed by the CITY Ethics Commission, that the PROPOSER acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in Attachment H.

7.13 CHILD SUPPORT ORDINANCE

The CITY has adopted an ordinance requiring that all CONTRACTORS and SUBCONTRACTORS performing work for the CITY comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

As a result, every CONTRACT that is let, awarded, or entered into with or on behalf of the CITY shall contain the following provision:

“This Contract is subject to Section 10.10, Article 1, Chapter 1, and Division 10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements for Contractor employees applicable to Child Support Assignment Orders; (2) that the principal owner (s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this CONTRACT. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this Contract, subjecting this Contract to

termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by CITY.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT. Failure of Contractor to obtain compliance of its SUBCONTRACTORS shall constitute default by Contractor under this AGREEMENT, subjecting this AGREEMENT to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the CITY.

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

7.14 AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to the AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

7.15 CONFLICT OF INTEREST

Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

7.16 FIRST SOURCE HIRING ORDINANCE

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY, the value of which is in excess of \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Articles 10.44 et seq., First Source Hiring Ordinance (FSHO). PROPOSERS shall refer to Attachment K, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at www.LABAVN.org prior to award of a CITY CONTRACT. The First Source Hiring Ordinance

Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the CITY's LABAVN.

PROPOSERS seeking additional information regarding the requirement of the First Source Hiring Ordinance (FSHO) may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.17 CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS

Persons who submit a response to this solicitation (PROPOSERS) are subject to Charter section 470(c)(12) and related ordinances. As a result, PROPOSERS may not make campaign contributions to and or engage in fundraising for certain elected CITY officials or candidates for elected CITY office from the time they submit the response until either the AGREEMENT is approved or, for successful PROPOSERS, 12 months after the AGREEMENT is signed. The PROPOSER's principals and SUBCONTRACTORS performing \$100,000 or more in work on the CONTRACT, as well as the principals of those SUBCONTRACTORS, are also subject to the same limitations on campaign contributions and fundraising.

PROPOSERS shall submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires PROPOSERS to identify their principals, their SUBCONTRACTORS performing \$100,000 or more in work on the CONTRACT, and the principals of those SUBCONTRACTORS. PROPOSERS shall also notify their principals and SUBCONTRACTORS in writing of the restrictions and include the notice in contracts with SUBCONTRACTORS. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. PROPOSERS who fail to comply with CITY law may be subject to penalties, termination of CONTRACT, and debarment. Additional information regarding these restrictions and requirements may be obtained from the CITY Ethics Commission at (213) 978-1960 or ethics.lacity.org.

The Bidder Certification CEC Form 55 can be found in Attachment L.

7.18 CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

7.19 LOCAL BUSINESS PREFERENCE PROGRAM

PROPOSERS who submit a response to this solicitation will be evaluated in accordance with Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code (Ordinance No. 181910) establishing a Local Business Preference Program for the CITY's procurement of goods, equipment and services, including construction, when the CONTRACT involves an expenditure in excess of \$150,000.

The CITY shall grant an eight percent Local Business Preference to Local Businesses for CONTRACTs involving consideration in excess of \$150,000. The CITY shall also provide a preference of up to five percent, to a Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying local SUBCONTRACTOR to perform work under the CONTRACT, provided the local SUBCONTRACTOR satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7 of the Los Angeles Administrative Code, Chapter 1, Article 21.

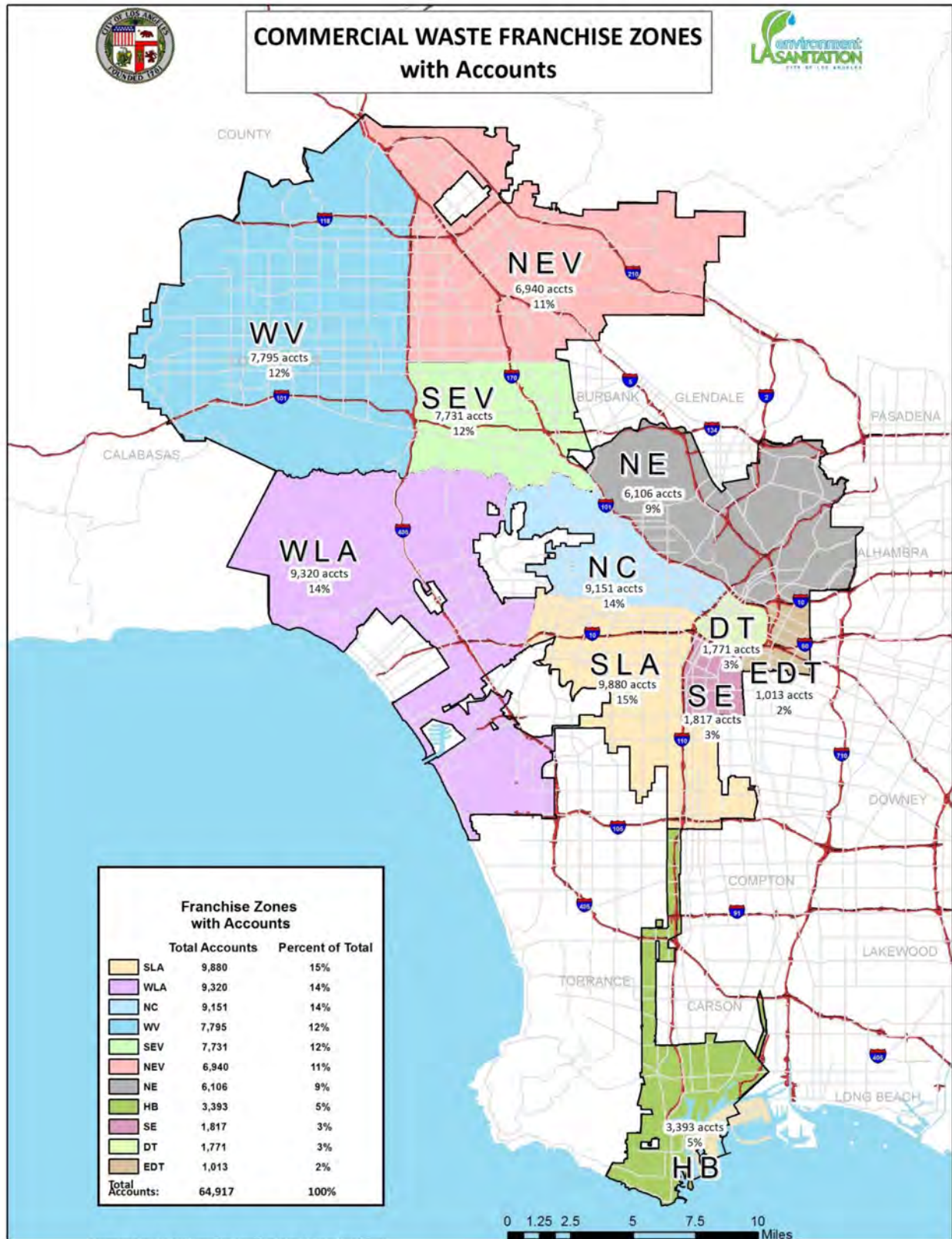
The Local Business Preference Program, Ordinance No. 181910, can be found in Attachment M.

7.20 IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit, Attachment N.

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Map 1 - Franchise Zone's Geographical Area and the Number of Service Accounts.



ORDINANCE NO. 182986

An ordinance retitling Chapter VI, Article 6; adding new Sections 66.03 and 66.33 to 66.33.11 of the Los Angeles Municipal Code relating to the collection of solid waste from commercial establishments and multifamily dwellings; amending Sections 66.00, 66.00.1, 66.01, 66.02, 66.08.1, 66.08.3 through 66.08.6, 66.17.1, 66.23 through 66.25, 66.27 through 66.30, and 66.32; and repealing Sections 66.01.1, 66.04, 66.06, 66.07, 66.08.2, 66.09, 66.10, 66.18 through 66.22; and 66.26.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Article 6 of Chapter VI of the Los Angeles Municipal Code is retitled to read as follows:

ARTICLE 6

SOLID WASTE COLLECTION

Sec. 2. Section 66.00 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.00. DEFINITIONS.

For the purpose of this Article, the following words and phrases are defined and shall be construed as set out here, unless it is apparent from the context that they have a different meaning:

1. **Board** shall mean the City of Los Angeles Board of Public Works.
2. **Bureau** shall mean the Bureau of Sanitation of the City of Los Angeles or its duly authorized representative.
3. **City** shall mean the City of Los Angeles.
4. **Collection Services** shall mean the collection, transportation and delivery for processing or disposal of solid waste from commercial establishments and multifamily dwellings.
5. **Commingled Recyclables** shall mean recyclables that have been separated or kept separate from other solid waste at the point of generation for the purpose of additional sorting or processing for recycling or reuse in order to return the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Commingled recyclables shall not consist of construction and demolition waste.

6. **Commercial Establishment** shall mean all real property in the City, except residential premises and premises that receive solid waste disposal service from the City, upon which for-profit or not for-profit activity is conducted, including but not limited to manufacturing, transportation, retail sales, wholesale operations, services, hotel or motel operations, education, or other businesses or institutional activity.

7. **Construction and Demolition Waste** shall mean solid waste that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain hazardous waste, and contains no more than one percent (1%) putrescible wastes by volume, calculated on a monthly basis. Construction and demolition waste includes, but is not limited to, asphalt, concrete, Portland cement, brick, lumber, wallboard, roofing material, ceramic tile, pipe, glass, carpet or associated packing.

8. **Director** shall mean the Director of the bureau of Sanitation of the city of Los Angeles.

9. **Dwelling Unit** shall mean one or more rooms, one of which is a kitchen, designed for occupancy by one family for living and sleeping purposes.

10. **Gross Receipts** shall mean those receipts defined as gross receipts in Los Angeles Municipal Code Section 21.00(a) generated by the collection of solid waste including, but not limited to, service, container rental, disposal and processing charges. For purposes of Sections 66.32.1 through 66.32.5, gross receipts shall not be applicable to receipts generated by the collection and sale of source-separated materials or commingled recyclables.

11. **Hazardous Waste** shall mean any waste as defined in California Health and Safety Code Section 25117.

12. **Multifamily Dwelling** shall mean any building, structure, unit or location designed for residential occupancy, exclusive of "Single Family Dwelling" and dwelling units that receive solid waste disposal service from the City.

13. **Organics** shall mean compostable solid waste that is source separated and placed in a container for collection. Organics include, but are not limited to, grass, leaves, tree branches, clean wood free of paint, nails or any treatment, food scraps, food soiled boxes and paper.

14. **Person** shall mean natural person, business, contractor, joint venture, joint stock company, firm, partnership, association, club, company, corporation, business trust, or organization, or the manager, employer, agent, servant, officer, or employee of any of them. Person shall not mean the City of

Los Angeles, or any of its constituent entities, departments, boards, employees or officers.

15. **Recyclables** shall mean solid waste that is capable of being recycled or re-used in the marketplace, whether source separated or commingled with other solid waste.

16. **Residential Premises** shall mean single family dwellings and multifamily dwellings.

17. **Self-Hauler** shall mean a person who is not primarily engaged in the business of collection, removal or transportation of solid waste but in the course of performing the person's primary business function incidentally transports solid waste. Examples of self-haulers include, but are not limited to, gardeners, landscapers and household cleanup service firms. A person who collects, removes or transports construction and demolition waste is not a self-hauler under any circumstance, but rather a solid waste hauler subject to all of the requirements applicable to solid waste haulers.

18. **Single Family Dwelling** shall mean a building designed for residential occupancy, and containing one or two dwelling units.

19. **Solid Waste** shall mean all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition waste, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

"Solid waste" does not include any of the following wastes:

- (i) Hazardous waste;
- (ii) Radioactive waste regulated pursuant to Part 9 of Division 104 of the California Health and Safety Code;
- (iii) Medical waste regulated pursuant to Part 14 of Division 104 of the California Health and Safety Code;
- (iv) Pharmaceutical waste as defined in California Health and Safety Code Section 117748.

20. **Solid Waste Disposal Facility** shall mean a facility fully permitted under applicable local, state, and federal laws and regulations to accept and dispose of solid waste.

21. **Solid Waste Hauler** shall mean any person engaged in the business of providing for the collection, removal or transportation of solid waste.

22. **Source-Separated Material** shall mean recyclables that have been separated or kept separate from other solid waste at the point of generation and sorted by material type, such as wood, metal, glass, concrete, or organics, without being commingled with other solid waste, including recyclables. To qualify as source-separated material, each type of material must be transferred in a separate container to a recycling center.

Sec. 3. Section 66.00.1 of the Los Angeles Municipal Code is retitled to read as follows:

SEC. 66.00.1. SOLID WASTE SERVICES.

Sec. 4. Section 66.00.1(a)(1) of the Los Angeles Municipal Code is amended to read as follows:

1. The collection of household solid waste combined in one or more containers by a single pickup except when more than one pickup is required by the Board and approved by Council resolution, on a regularly scheduled basis, but not to provide for the collection of commercial solid waste.

Sec. 5. Section 66.00.1(b) of the Los Angeles Municipal Code is amended to read as follows:

(b) It is the policy of the City of Los Angeles to dispose of solid waste collected by the City, including metals, in land reclamation sites owned and operated or otherwise controlled by the City or in City-owned incinerators when economically feasible, or by contractual arrangement where appropriate. Contractual arrangements involving consideration in excess of \$5,000 shall be approved by the Council by ordinance or resolution, except in the case of an emergency as determined by the Director.

Sec. 6. Section 66.00.1(e) of the Los Angeles Municipal Code is amended to read as follows:

(e) The Board shall adopt rules and regulations, not inconsistent with this Article, to effectuate the purposes and intent of this Section and the further provisions of this Article. Any such rule or regulation pertaining to solid waste collection shall be approved by the Council.

Sec. 7. Section 66.00.1(f) of the Los Angeles Municipal Code is amended to read as follows:

(f) The Board, subject to the approval of the Council in each instance by resolution, may from time to time institute and conduct one or more pilot programs within an area or areas of the City designated by the Board for the separate collection and disposal of solid waste on a regularly scheduled basis, for the purpose of studying costs to the City and other factors of such program or programs compared with the policies set forth in Subsection (a) of this Section.

Sec. 8. Section 66.01 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.01. SOLID WASTE COLLECTION.

No person shall remove or convey any solid waste upon or along any street in this City, provided, however, that the provisions of this section shall not apply to any person in the employ of this City who shall be assigned by the Board to the work of solid waste disposal or to any person with whom this City has entered into, or may hereafter enter into, a contract for the collection, removal and disposal of solid waste or to any employee of such contractor during the time his contract shall be in force, and provided further that solid waste collection and disposal contractors serving neighboring municipalities, County sanitation districts, State or Federal institutions, or any person in the employ of any such governmental agency may haul garbage over the streets of this City after having first obtained a permit therefor pursuant to Section 66.32, *et seq.*

Sec. 9. Section 66.01.1 of the Los Angeles Municipal Code is hereby repealed.

Sec. 10. Section 66.02 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.02. SOLID WASTE CONTAINER SPECIFICATIONS.

It shall be the duty of every owner, manager, or person in possession, charge or control of any commercial establishment, and every person occupying a residential premises within the City to provide, and at all times to keep containers for holding solid waste. Each container shall be constructed to be nonabsorbent, watertight, vector-resistant, durable, easily cleanable, and designed for safe handling. Each such container and its cover shall be made of such materials as may be approved for such use by the Board and by the City Council. The cover shall not be removed except when necessary to place solid waste therein or to remove solid waste therefrom. Each container and its cover shall be kept cleaned on the outside from accumulating grease and decomposing material and shall be of an adequate size and in sufficient numbers to contain, without overflowing, all the solid waste that a household or other establishment generates within the designated removal period. Each such container when filled shall not exceed reasonable lifting weights for an average physically fit individual except where mechanical loading systems are used. Any such vessel, tank or receptacle shall comply with Part 1301 of Title 16 of the Code of Federal Regulations to the extent that such Part is applicable to any such vessel, tank or receptacle.

Sec. 11. Section 66.03 is added to the Los Angeles Municipal Code to read as follows:

SEC. 66.03. SOLID WASTE SERVICE REQUIRED.

(a) No person shall keep any solid waste, or allow any solid waste, excluding organics used for composting or mulch, to remain upon any premises within the City for more than seven days. All solid waste shall be placed in containers that meet the requirements of Section 66.02.

(b) Owners of commercial establishments and multifamily dwellings or the generator of solid waste at such premises or the agent of the owner or generator shall subscribe to and pay for collection services provided by a solid waste hauler authorized to provide such services pursuant to the provisions of this Article.

(c) The minimum level of service to which the owner, generator or agent shall subscribe shall be the number and size of solid waste containers suitable for garbage collection and the frequency of collection which is necessary for the removal and disposal of all solid waste generated at the premises, excluding commingled recyclables and source-separated material, in a seven-day period. Such minimum level of service shall be determined by the owner, generator or agent and the solid waste hauler. In the event the owner, generator or agent and the solid waste hauler do not agree on the minimum level of service necessary, such determination shall be made by the Director.

(d) All commercial establishments shall have collection services for source-separated materials or commingled recyclables.

Sec. 12. Sections 66.04, 66.06 and 66.07 of the Los Angeles Municipal Code are hereby repealed.

Sec. 13. Section 66.08.1 of the Los Angeles Municipal Code is retitled amended to read as follows:

SEC. 66.08.1. SOLID WASTE DISPOSAL FACILITY FRANCHISES OR CONTRACTS.

Should the City at any time award a franchise or contract for the disposal of solid waste, then no person, other than the franchisee or contractor, shall thereafter be permitted to provide services covered by such franchise or contract within the granted franchise or contract area except as otherwise permitted by the Board.

Sec. 14. Section 66.08.2 of the Los Angeles Municipal Code is hereby repealed.

Sec. 15. Section 66.08.3 of the Los Angeles Municipal Code is retitled amended to read as follows:

SEC. 66.08.3. OPERATION OF SOLID WASTE DISPOSAL FACILITIES.

(a) It is unlawful for any person to own, establish, operate or carry on the business of a solid waste disposal facility in the City unless, at the City's sole option, such person has been granted a non-exclusive franchise by the City Council.

(b) Section (a) does not apply to any person who owns or operates a solid waste disposal facility operating as of January 1, 1999, under a valid conditional use permit or other authorizing permit issued by the City, until any one of the following events occurs:

- (1) the conditional use permit or other authorizing permit expires, or
- (2) the conditional use permit or other authorizing permit is renewed, or
- (3) the conditional use permit or other authorizing permit is modified.

Sec. 16. Section 66.08.4 of the Los Angeles Municipal Code is retitled to read as follows:

SEC. 66.08.4. SOLID WASTE DISPOSAL FRANCHISE TERMS AND CONDITIONS.

Sec. 17. Section 66.08.5 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.08.5. SOLID WASTE DISPOSAL FACILITY FRANCHISE FEES.

The City shall impose a franchise fee each year equal to 12 percent of the annual gross receipts from fees and charges collected by the operator of the solid waste disposal facility.

Sec. 18. Section 66.08.6 of the Los Angeles Municipal Code is retitled to read to read as follows:

SEC. 66.08.6. OTHER SOLID WASTE DISPOSAL FACILITY FRANCHISE PROVISIONS.

Sec. 19. Sections 66.09 and 66.10 of the Los Angeles Municipal Code are hereby repealed.

Sec. 20. Section 66.17.1 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.17.1. PROOF OF SOLID WASTE COLLECTION SERVICE.

Irrespective of any other provision of this Code, the manager or person in charge of, or in control of, any solid waste of any residential premises or commercial establishment shall furnish written proof, whether in the form of contracts or receipts, to any appropriate municipal authority on request that said premises maintains collection services that collects solid waste generated from said premises in a manner in keeping with current health regulations and in compliance with the requirements of this Article and other provisions of the Los Angeles Municipal Code.

Sec. 21. Sections 66.18 through 66.22 of the Los Angeles Municipal Code are hereby repealed.

Sec. 22. Section 66.23 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.23. SOLID WASTE VEHICLES – USE OF STREETS.

(a) No person shall permit any vehicle hauling or used for hauling or carrying any solid waste or other nauseous or offensive substance to remain in or upon any street longer than is necessary for loading and hauling such substance to its destination or permit any such vehicle to be in a filthy or offensive condition, or to remain uncovered when in transit upon streets or near public places.

(b) No person shall remove or convey any solid waste or other nauseous or offensive substance along any street, except in watertight vessels, receptacles or carriers.

Sec. 23. Section 66.24 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.24. REPLACING FALLEN MATERIAL.

No person removing or conveying any solid waste shall fail, refuse or neglect to replace immediately in any container any solid waste that shall have fallen therefrom, in or upon any street or in or upon any premises.

Sec. 24. Section 66.25 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.25. DEPOSITING SOLID WASTE ON STREETS OR IN THE LOS ANGELES RIVER PROHIBITED.

(a) No person shall deposit or cause to be deposited any solid waste of any kind whatsoever upon or in any street, or upon any premises in this City, or in the Los Angeles River.

(b) Any person whose identifying information is found in or who is otherwise responsible for the deposit of solid waste of any kind whatsoever, upon or in any street, shall be responsible for depositing it on the public right-of-way and shall be subject to administrative penalties as defined in Subsection (c).

(c) The first violation of Subsection (b) in a calendar year is subject to warning or an administrative monetary penalty not to exceed \$500.00. Subsequent violations in the same calendar year will result in a second penalty not to exceed \$750.00 for the second violation after receiving the initial \$500.00 penalty. The penalty for the third administrative violation in a calendar year is \$1000.00. More than three administrative fines in one calendar year shall result in the violation being charged as a misdemeanor in Superior Court and subject to all penalties applicable to criminal violations. The Bureau is authorized to assess a processing fee established by the Board for all citations with an administrative monetary penalty. All noncriminal enforcement actions are subject to the administrative hearing process as mandated in the California Government Code Section 53069.4, as now existing and as may be amended.

Sec. 25. Section 66.26 of the Los Angeles Municipal Code is hereby repealed.

Sec. 26. Section 66.27 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.27. RULES AND REGULATIONS – EFFECT OF NON-COMPLIANCE WITH.

The collection of solid waste not prepared and placed for collection in accordance with the rules and regulations adopted by the Board may be rejected by the City.

Sec. 27. Section 66.28 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.28. SOLID WASTE – TAMPERING WITH.

No person, other than the owner thereof, his agents or employees, or an officer or employee of this City or any person holding a contract with this City for the collection, management and/or disposal of solid waste, shall tamper with or remove any solid waste, solid waste container or the contents thereof from any location where the same had been placed by the owner thereof or his agent, whether or not such container conforms to requirements or description set forth in the rules and regulations of the Board.

Sec. 28. Section 66.29 of the Los Angeles Municipal Code is retitled and amended to read as follows:

SEC. 66.29. CITY EMPLOYEES – USE OF SOLID WASTE.

No employee of this City shall remove or dispose of, for said employee's individual use or benefit, any of the contents of any container used for the collection, removal or disposal of solid waste.

Sec. 29. Section 66.30 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.30. CONSTRUCTION OF ARTICLE.

Nothing contained in this Article shall be deemed to conflict with any section of this Code regulating the collection, removal or disposal of solid waste, but any such sections of this Code and any law shall each be so construed as to give effect to every provision thereof and each shall be deemed to be independent of the other.

Sec. 30. Section 66.32 of the Los Angeles Municipal Code is retitled amended to read as follows:

SEC. 66.32. PURPOSE.

In order to meet the diversion goals of AB 939 and the City of Los Angeles which is Zero Waste by 2025, solid waste haulers, contractors and recyclers shall register with the City to obtain a permit. As used in this Section and in Sections 66.32.1 through 66.32.5, the following terms shall have the meanings set forth below:

1. **AB 939** shall mean the State of California's Integrated Waste Management Act of 1989, as may be amended from time to time, and as set forth in California Public Resources Code Sections 40050, *et seq.*, and implementing regulations of the Department of Resources Recycling and Recovery (CalRecycle).
2. **AB 939 Compliance Permit** shall mean a permit issued pursuant to the provisions of Subsection (a) of Section 66.32.1.
3. **Appellant** shall mean a person who files a written request for a hearing pursuant to the provisions of Subdivision (1) of Subsection (d) of Section 66.32.3 of this Article.
4. **Certified Construction and Demolition Waste Processing Facility** shall mean a waste processing facility, operating lawfully pursuant to all applicable permits and possessing valid and current certification from the City of Los Angeles, that accepts construction and demolition waste for the purpose of recovering reusable and recyclable materials and disposing of non-recyclable residual materials.

5. **Contractor** shall mean any Person who enters into a contract for any construction or demolition project that requires a permit from the Department of Building and Safety.

6. **Permittee** shall mean a person issued an AB 939 Compliance Permit pursuant to the provisions of Subsection (a) of Section 66.32.1.

Sec. 31. Section 66.33 is added to the Los Angeles Municipal Code to read as follows:

SEC. 66.33. PURPOSE .

Under the City's RENEW LA Plan, the City committed reaching Zero Waste by diverting 70% of the solid waste generated in the City by 2013, diverting 90% by 2025, and becoming a zero waste city by 2030. State law currently requires at least 50% solid waste diversion and establishes a state-wide goal of 75% diversion by 2020. Moreover, state law requires mandatory commercial recycling in all businesses and multifamily complexes and imposes additional reporting requirements on local agencies, including the City. In order to meet these requirements and goals, increasing recycling and diversion in the commercial and multifamily waste sectors is imperative. The commercial and multifamily sectors produce most of the City's solid waste. Currently, a significant amount of commercial and multifamily solid waste generated in the City, including recyclables and organics, is going to landfills, resulting in unnecessary greenhouse gas emissions. The City has a responsibility under state law to ensure effective and efficient waste and recycling service for its businesses and residents. It will most successfully fulfill that responsibility, and also meet its own Zero Waste policy goals, by ensuring that its solid waste, including recyclables and organics, are collected, transported and processed in a manner that reduces environmental and social impacts on the City and the region.

An exclusive, competitive franchise system for the collection, transportation and processing of commercial and multifamily solid waste will aid the City in meeting its diversion goals by, among other things: (i) requiring franchisees to meet diversion targets; (ii) increasing the capacity for partnership between the City and solid waste haulers; (iii) allowing the City to establish consistent methods for diversion of recyclables and organics; (iv) increasing the City's ability to track diversion, which will enable required reporting and monitoring of state mandated commercial and multifamily recycling; (v) increasing the City's ability to ensure diversion quality in the processing facilities handling its waste and recyclables; and (vi) increasing the City's capacity to enforce compliance with federal, state, county, and local standards.

An exclusive, competitive franchise system will also have other beneficial effects, including reducing adverse environmental impacts such as unnecessary solid waste truck traffic, emissions and street impacts, protecting ratepayers, ensuring high customer service standards, and increasing solid waste hauler accountability.

While the move to an exclusive franchise system will generate many benefits for the City and its residents, it will also increase the risk that a labor dispute will interfere with collection services. To protect the City's interest in efficient and uninterrupted collection services, the City will require franchisees to produce evidence that they are parties to written, enforceable agreements that prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with collection services.

SEC. 66.33.1. DEFINITIONS.

As used herein and in Sections 66.33 to 66.33.17, the following terms shall have the meanings set forth below:

1. **Clean Fuel Vehicles** shall mean those vehicles that meet or exceed the requirements of Southern California Air Quality Management District Rule 1193, as now existing and as may be amended.

2. **Customer** shall mean any individual, firm, partnership, joint venture, association, fraternal organization, corporation, estate trust, business trust, receiver, trustee, executor, administrator, syndicate, the United States, any state, any county, city and county, municipality, district or other political subdivision of any state or of the United States, or any other group or combination acting as a unit.

3. **Franchise Agreement** shall mean a written contract between the Bureau and a franchisee setting forth the terms and conditions under which the franchisee shall perform collection services in the City.

4. **Franchisee** shall mean a solid waste hauler granted an exclusive franchise to provide collection services in a franchise zone.

5. **Franchise Zone** shall mean a geographic area of the City within which a franchisee shall provide collection services pursuant to the terms of a franchise agreement.

6. **Labor Peace Agreement** shall mean an enforceable agreement between a franchisee, or a franchisee's subcontractor, and a labor organization (as defined by 29 U.S.C. §152(5)) that represents or seeks to represent the franchisee's or subcontractor's employees providing collection services and that contains provisions under which the labor organization for itself and its members agrees to refrain from engaging in any picketing, work stoppages, or any other economic interference with the franchisee's performance of collection services.

7. **On-location Filming Waste** shall mean solid waste generated and collected at a commercial film production permitted pursuant to Section 12.22 A.13. of this Code or Section 22.350 of the Los Angeles Administrative Code.

8. **Studio** shall mean one or more adjacent parcels of real property occupied by a motion picture or television production and distribution enterprise and containing sound stages totaling no less than 50,000 square feet in area and 18 feet in height designed for motion picture or television production and utilized by that enterprise specifically for such purpose.

SEC. 66.33.2. EXCLUSIVE FRANCHISE FOR COLLECTION SERVICES.

(a) The City may award contracts for collection services for commercial establishments and multifamily dwellings through an exclusive franchise agreement authorizing and obligating the holder to provide collection services within a franchise zone.

(b) A franchisee's exclusive right to provide collection services shall not include the right to collect the following materials, the collection of which is not prohibited by this Article:

- (1) Solid waste removed from a commercial establishment or multifamily dwelling by a self hauler;
- (2) Construction and demolition waste;
- (3) Solid waste collected by the City;
- (4) On-location filming waste.

(c) Any franchisee may contract with a studio for collection services regardless of the franchise zone where the studio is located.

SEC. 66.33.3. UNLAWFUL ACTIVITIES.

(a) Provision of Collection Services.

Except as provided in Sections 66.33.2(b) through (c) and Section 66.33.3(b), it is unlawful for any person to provide collection services to a commercial establishment or multifamily dwelling within a franchise zone unless a written franchise agreement therefor has been executed between such person and the City, and such agreement is in full force and effect.

(b) Transition Period.

The City, in its sole discretion and consistent with state law, may authorize a solid waste hauler possessing a valid permit issued pursuant to Section 66.32, *et seq.*, to continue providing collection services in a franchise zone to the extent necessary to meet the needs of any customer in that zone until the franchisee is able to perform the collection services.

SEC. 66.33.4. FRANCHISE ZONES.

The Bureau shall divide the territory within the City into eleven (11) franchise zones, the designation of which shall be subject to the approval of the Board and City Council. Three (3) of the franchise zones shall be designed as "single" zones, which shall not be granted in combination with any other franchise zone.

SEC. 66.33.5. FRANCHISE AGREEMENT FEES.

The Bureau shall include in each franchise agreement a negotiated annual franchise fee to be paid to the City by the respective franchisee.

SEC. 66.33.6. MINIMUM FRANCHISE AGREEMENT STANDARDS.

The following minimum standards shall apply to all franchises granted under this part, and shall be made binding terms of all franchise agreements:

(a) Required Collection Services.

During the term of the franchise agreement and subject to its terms and conditions, each franchisee shall collect, transport, and deliver for processing or disposal all solid waste generated at all commercial establishments and multifamily dwellings located within that franchise zone.

(b) Clean Fuel Vehicles.

All vehicles used by a franchisee to provide collection services under a franchise agreement shall at all times be in compliance with all applicable air pollution control laws and regulations, including but not limited to the California Air Resources Board "Diesel Particulate Matter Control Measure for On-Road Heavy Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines" and South Coast Air Quality Management District Amended Rule 1193.

(c) Labor Peace Agreement.

As a condition for the grant of a franchise agreement, a condition precedent to any franchisee or subcontractor performing collection services, and as an ongoing, material condition of the franchise agreement, each franchisee shall provide satisfactory evidence that it, and any subcontractor who will provide collection services, are a party to labor peace agreement(s) with any labor organization that represents any group of the franchisee's or subcontractor's employees who are or will be involved in providing collection services, and with any labor organization that seeks to represent any group of a franchisee's or subcontractor's employees who are or will be involved in providing collection services, under the following limitation:

(1) This Subsection does not require an employer to recognize a particular labor organization.

(2) This Subsection does not require an employer to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment.

(3) This Subsection is not intended to, and shall not be interpreted to, enact or express any generally applicable policy regarding labor/management relations, or to regulate those relations in any way.

(4) This Subsection is not intended to provide a preference for any outcome in the determination of employee preference regarding union representation.

(d) Processing and Disposal.

A Franchisee shall deliver all recyclables and organics collected from commercial establishments and multifamily dwellings exclusively to facilities certified by the City pursuant to Section 66.33.8.

(e) Diversion.

(1) Each franchisee shall provide every customer within its franchise zone a container specifically designated for the collection of recyclables.

(2) Each franchisee shall offer every multifamily dwelling within its franchise zone a container specifically designated for the collection of organics.

(3) All franchise agreements shall require franchisees to meet specific landfill disposal reduction requirements.

(f) Compliance with Living Wage and Responsible Contractor Requirements.

Each franchisee shall comply with all requirements of an "Employer" under the City's Living Wage Ordinance, Los Angeles Administrative Code Section 10.37, et. seq. Each franchise agreement is hereby deemed a "contract" for purposes of the City's Responsible Contractor Program, Los Angeles Administrative Code Section 10.40, et seq., and each franchisee shall comply with all requirements of a "Contractor" thereunder.

(g) Whistleblower Protection.

A franchisee shall not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of the franchisee on the basis of a

reasonable belief that the practice is in violation of any provision of this Article or other applicable laws. A franchisee will not retaliate against an employee who discloses or threatens to disclose to a supervisor or to the City or another public body any activity, policy, or practice of the franchisee that the employee reasonably believes is in violation of this Article or other applicable laws.

SEC. 66.33.7. REVENUE FROM SALE OF RECYCLABLES.

The Bureau and franchisees shall negotiate, and all franchise agreements shall include, provisions addressing revenue sharing from the sale of recyclables by franchisees and processing facilities.

SEC. 66.33.8. CERTIFICATION OF PROCESSING FACILITIES.

(a) The Board may certify for a five-year period facilities to accept solid waste collected by franchisee's providing collection services under a franchise agreement under criteria established by the Bureau and approved by the Board. Facilities shall be inspected by the City prior to certification, and each certification shall be conditioned on the facility granting the City the right to inspect the facility during the period of certification to verify compliance with the terms of certification.

(b) The City may suspend or revoke certification of a facility upon 30 days notice by issuance of a notice of suspension or notice of revocation, if the facility fails to comply with any of the terms and conditions specified in the certification or in this Code, under the process set forth in Section 66.32.3(d).

SEC. 66.33.9. PERMIT REQUIREMENT.

Nothing in Sections 66.33 through 66.33.8 relieves any franchisee from the requirement to obtain and maintain a permit pursuant to Sections 66.32 through 66.32.5 of this Article or any other permit or license otherwise required by law for the provision of such services.


SEC. 66.33.10. SEVERABILITY.

If any part or provision of this Section or the application of this Section to any person or circumstance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remainder of this Section, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect, and to this end, the provisions of this Section are severable.


Sec. 32. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles APR 0 1 2014, and was passed at its meeting of APR 0 8 2014.

HOLLY L. WOLCOTT, Interim City Clerk

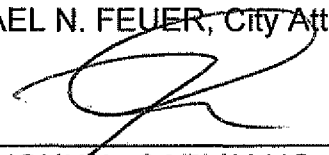
By 
Deputy

Approved 4/15/14


Mayor

Approved as to Form and Legality:

MICHAEL N. FEUER, City Attorney

By 
JOHN A. CARVALHO
Deputy City Attorney

Date 3/14/14

File No. 10-1797-516

DECLARATION OF POSTING ORDINANCE

I, MARIA VIZCARRA, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 182986 – Citywide Exclusive Franchise System for the Municipal Solid Waste Collection and Handling Program - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **April 8, 2014**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on **April 18, 2014** I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on **April 18, 2014** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this **18th** day of **April, 2014** at Los Angeles, California.



Maria Vizcarra, Deputy City Clerk

Ordinance Effective Date: **May 28, 2014**
Rev. (2/21/06)

Council File No. **10-1797-S16**

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
WEST LOS ANGELES, NORTH CENTRAL AND HARBOR ZONES

City of Los Angeles
Department of Public Works

LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and Arakelian Enterprises, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, Arakelian Enterprises, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
|--|---|
| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | Arakelian Enterprises, Inc. dba Athens Services |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The West Los Angeles, North Central and Harbor zones, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
|--|---|
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
|--------------------------------|--|
| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s), consistent with L.A.M.C. Section 66.33.2, except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any

location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY's CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are

out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they

meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels, if applicable • Solid, durable bottom • Lid with handle • Labels, signage and messaging, as approved by the CITY |
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of

CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be

responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|--|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 NEW AND EXISTING FACILITY DEVELOPMENT

The development of new infrastructure under this AGREEMENT is necessary to meet the CITY's Zero Waste goals and comply with State regulations. The CONTRACTOR shall develop the facilities as detailed in Table 6-1. The CONTRACTOR shall ensure the newly developed facilities have the improvements and processing capacity within the dates specified in this Article. Facilities shall meet the requirements of the CITY's Facility Certification process. Facilities shall not be deemed complete (Final Improvement/Construction Completion Date) until they are certified by the CITY. The CONTRACTOR shall provide sufficient documentation, as determined by the CITY, demonstrating compliance with the completion dates. Failure to develop new processing facilities in accordance with this Article may result in termination by default of this AGREEMENT.

Table 6-1: Facilities

| Materials to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|---|
| Facility Name | ATHENS SUN VALLEY MRF & TRANSFER STATION |
| Facility Address | 11121 Pendleton St, Sun Valley, CA 91353 |
| SWIS NO | 19-AR-5581 |
| Final Improvement/ Construction Completion Date | Solar Power Installation = February 2017 Push Wall Installation = August 2017 Baler & Processing Line Modifications = June 2019 |
| Interim Completion Dates | |
| State Permitting | N/A |
| Local Permitting | Building Permit Required for Facility Improvement |
| CEQA Approval | N/A |
| Daily Processing Capacity (tons) at Completion | 1,500 tons mixed SOLID WASTE, green materials, wood waste, inert, and metals (current permitted capacity) |
| Improvement/ Construction to be Completed | Facility improvement includes baler and processing line modifications, solar power installation, and additional push wall installation. |

| Material to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|--|
| Facility Name | ATHENS INDUSTRY MRF |
| Facility Address | 14048 E Valley Blvd, City of Industry, CA 91746 |
| SWIS NO | 19-AA-0863 |
| Final Improvement/ Construction Completion Date | November 2018 |
| Interim Completion Dates | |
| State Permitting | June 2018 |
| Local Permitting | June 2018 |
| CEQA Approval | N/A |
| Daily Processing Capacity (tons) at Completion | 5,000 tons mixed SOLID WASTE (current permitted capacity) |
| Improvement/ Construction to be Completed | Infrastructure upgrade includes additional building for shredders and screening and additional equipment (i.e., shredders, screeners, and conveyors) and installation of organics pre-processing system. |

6.5.1 DEVELOPMENT OF ADDITIONAL INFRASTRUCTURE FOR HARBOR ZONE

In addition to the facilities listed in Table 6-1, the CONTRACTOR, its owners, subsidiaries, or any affiliate(s) thereof, shall develop additional infrastructure, which may include the acquisition of real property, to support management of SOLID RESOURCES for the Harbor FRANCHISE ZONE. The investment in this additional infrastructure shall be at minimum \$10 million dollars, and may be made in anticipation of the execution of this AGREEMENT (beginning August 1, 2016 and prior to execution of the AGREEMENT) or anytime during the term of this AGREEMENT.

To the extent CONTRACTOR's owners, subsidiaries, or any affiliate(s) and not the CONTRACTOR itself develop such additional infrastructure, including but not limited to the acquisition of real property, CONTRACTOR shall submit to the PROJECT MANAGER proof of the relationship between the CONTRACTOR and the owners, subsidiaries, or any affiliate(s) in order to meet the requirements of this Article.

6.6 USE OF NEW AND EXPANDED FACILITY INFRASTRUCTURE GUARANTEED

The new and expanded CERTIFIED FACILITIES described in Section 6.5 shall guarantee capacity for the SOLID RESOURCES collected under this AGREEMENT. Capacity beyond what is needed to provide services to CUSTOMERS may be offered for use with other materials generated within the CITY, terms for this use may be defined during the term of this AGREEMENT.

6.7 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 10.5 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--------------------------|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|---|---|---|
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the

new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|-----------------------|---|--|
| | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Name, Title: Greg Loughnane, President
- Address: 14048 Valley Blvd, City of Industry, CA 91746
- TEL/FAX Number/Email address: (626) 336-3636/(626) 330-0456/GLoughnane@athensservices.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$9,000,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: (213) 485-3774

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Greg Loughnane

Address: 14048 Valley Blvd, City of Industry, CA 91746

Telephone: (626) 336-3636 Facsimile: (626) 330-0456

Email: GLoughnane@athensservices.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:
 - (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

**ARAKELIAN ENTERPRISES,
INC., DBA, ATHENS SERVICES**

By: 

Title: Executive Officer

Date: 9/8/16


By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: 

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | | WEST LOS ANGELES | | | | | | | |
|--|---------|------------------|---------|---------|---------|---------|---------|---------|---------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 208,270 | 209,879 | 211,488 | 213,097 | 214,706 | 216,315 | 217,924 | 219,533 | 221,142 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 144,276 |
| Projected Disposal (tons) | 177,545 | 174,017 | 162,815 | 153,530 | 139,725 | 125,999 | 108,166 | 92,316 | 76,865 |
| Projected Diversion (tons) | 30,725 | 35,862 | 48,673 | 59,567 | 74,981 | 90,316 | 109,757 | 127,217 | 144,276 |
| Commingled Recycling Diversion (tons) | 19,665 | 23,495 | 35,043 | 43,804 | 46,147 | 48,455 | 50,878 | 52,174 | 53,783 |
| Food Waste (tons) | 3,417 | 4,456 | 5,324 | 7,082 | 17,518 | 28,994 | 39,142 | 47,243 | 54,178 |
| Yard Waste (tons) | 2,686 | 2,955 | 3,250 | 3,575 | 3,933 | 4,326 | 4,758 | 5,234 | 5,391 |
| Other Diversion (tons) | 4,957 | 4,957 | 5,056 | 5,106 | 7,383 | 8,541 | 14,979 | 22,566 | 30,925 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone WLA - Program Name:

Multifamily Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 9,118 | 10,530 | 15,189 | 18,986 | 20,885 | 21,929 | 23,025 | 23,486 | 24,410 |
| Diverted Commingled Recyclables (tons) | 9,118 | 10,530 | 15,189 | 18,986 | 20,885 | 21,929 | 23,025 | 23,486 | 24,410 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will conduct a robust multifamily, outreach and education recycling and resource management campaign through waste audits and onsite-inspections, customized outreach materials and supplies, interactive exhibitor booths and temporary education kiosks, event outreach and Green Living Workshops, textile/clothing recycling program, and online outreach and education. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

In the first year, we will analyze each complex's recycling needs through waste assessments/audits and ongoing on-site inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 15%.) During the transition, we will work management to decide optimal onsite delivery of our educational material. Educational information will be available through our online applications and programs and will also be distributed locally through our "Newsletter Network." We will outreach to a larger audience base through presentations, workshops, interactive exhibitor booths, and pop education centers/kiosks (which are ideal for underperforming areas or larger apartments) and will partner on outreach with organizations like Friends of LA River and Sustainable Works. We will target at least 4 events per year per zone. Annually, we will partner on a reuse oriented event like clothing drives, repair cafes, or bike drives. We will also incentivize participation through quarterly "Sustainability Steward Award" for tenants and yearly "Earth Wise Award" for multifamily establishments.

Target Audience:

Primary points of contact are Property Managers, Owners, Facilities Managers, and Tenants.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns and waste assessments and is comprised of the Sales and Marketing Director, the Sustainability Manager, the Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers, Account Managers, and Customer Service Representatives will assist in visual inspections and follow up.
- Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts or residents, types and quantities of materials reused or recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.
- Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports.
- On a quarterly basis, if the percentages of participating customers or recyclables decreases by more than 20%, or contamination increases by 20%, Athens will review the account and meet with the customer to identify program challenges, suggest improvement opportunities, and recommend solutions.

Zone WLA - Program Name:

Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 10,547 | 12,965 | 19,854 | 24,818 | 25,263 | 26,526 | 27,852 | 28,688 | 29,372 |
| Diverted Commingled Recyclables (tons) | 10,547 | 12,965 | 19,854 | 24,818 | 25,263 | 26,526 | 27,852 | 28,688 | 29,372 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 70% | 80% | 80% | 85% | 85% | 90% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will conduct a robust commercial account, outreach and education recycling and resource management campaign that will take into consideration business type, size, and location; staff demographics, work schedules, and turnover; and waste stream and special services. Programs include waste audits and onsite-inspections; customized outreach materials and supplies; at work tabling, presentations, and/or trainings; event/fair participation; outreach to local business groups; an online training program; reuse/donation program; and targeted strategies for cultural facilities, K-12 schools, colleges/universities, and large accounts. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

Because West LA has a high level of non-permanent stakeholders such as tourists and students; our customized outreach approach will include a targeted communications campaign. In the first year, we will analyze each complex's recycling needs through waste assessments/audits and ongoing on-site inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 15%.) We will work management to decide optimal outreach/education for employees including at work coffee break teach-ins, onsite tabling, and/or lunch presentations; train the trainer sessions; and department based competitions. Educational material will be provided for new employee trainings and refresher presentations will be arranged per request. Athens will partner with 3 Square International to provide 5 large commercial accounts with One Drop Interactive an online employee education program. Annually, we will recognize one commercial account for the "Earth Wise Award." Athens will actively promote Reuse as a diversion method through partnership with L.A. Shares (for durable items) and through the Athens Repurpose for Art program. Athens will actively engage with local business groups and offer presentations and staff exhibitor tables at events. We will contract with Arts Earth Partnership to implement diversion guidelines, education materials, and incentive programs to target cultural facilities. To target K-12 schools, Athens will partner with EcoSafe Zero on their EDU Program and reDiscover and Discovery Cube LA to conduct school assemblies and in-class presentations. Athens will conduct at least once per year a zero waste art design contest for students. University/Colleges, studios, and other large accounts will be provided specialized programs that could include customized educational material, container signage, marketing, teach-in sessions, presentations, tabling events, competitions, zero waste event guidelines and setup, and reuse programs.

Target Audience:

Commercial accounts include office buildings, retail stores hotels, manufacturers, cultural facilities, hospitals, K-12 schools, universities/colleges and other businesses. Primary points of contact at each business include the Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team." Trainings and outreach programs will be targeted to all employees including the maintenance/custodial staff. K-12 schools and Universities/colleges also have sustainability teams, clubs, on-campus housing, PTAs, and departments that could benefit from targeted outreach.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns and waste assessments and is comprised of the Sales and Marketing Director, the Sustainability Manager, the Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers and Account Managers and Customer Service Representatives will assist in visual inspections and follow up.
- For large accounts, follow up and monitoring will occur every six months to ensure successful participation, including visual audits of bins. Athens will follow-up approximately 6 weeks after the waste audit to evaluate increases in waste reduction and changes in recycling volume.
- Working with their partnering organizations, Athens will evaluate the effectiveness of the programs and identify opportunities to increase participation.
- Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types and quantities of materials reused or recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.
- Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports..

Zone WLA - Program Name:

Organics Collection Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 3,417 | 4,456 | 4,621 | 6,238 | 14,421 | 24,968 | 33,707 | 40,449 | 46,501 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 3,417 | 4,456 | 4,621 | 6,238 | 14,421 | 24,968 | 33,707 | 40,449 | 46,501 |
| Food Waste (tons) | 3,417 | 4,456 | 4,621 | 6,238 | 14,421 | 24,968 | 33,707 | 40,449 | 46,501 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 30% | 50% | 70% | 75% | 80% | 85% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community enga

Athens will encourage all food service establishments (FSEs) and businesses with large quantities of food discards and compostable waste to implement an organics collection program concurrently with their Recycling program. Athens has a proven FSE education campaign that includes signage, educational material, training, containers, follow-up, and monitoring. In partnership with Global Green USA, Athens will research and implement a Toolkit for Food Scrap Reduction, Donation, and Recovery. Athens is also creating a Preferred Compostables Database to ensure we receive suitable compostable serving-ware and liners. Organics material not donated will be collected and processed at Athens' compost facility American Organics, Organics Extrusion Press in City of Industry, and/or at other anaerobic digestion options as detailed in the 3.10.16.2 Organics Implementation Plan.

Diversion theme, implementing strategy and/or methodology:

ARC Team members will perform site visits to analyze existing programs, implement an organics program, provide necessary containers and materials, conduct bilingual training, perform, visual audits and follow-up. Athens has purchased and will utilize a large database identifying FSEs in the City of Los Angeles. Athens will issue incentive based, window decals to FSEs that divert food scraps. Starting in 2016, Athens and Global Green will research and implement the Toolkit for Food Scrap Reduction, Donation, and Recovery to redirect edible food "upstream," provide users with resources, online applications, food prep practice, certifications, USEPA and LA Sanitation directories and campaigns. We will also assist in connecting FSEs to local garden projects that can utilize food scraps. Athens is creating a Preferred Compostables Database of compostable dining-ware and liners that have passed our organics facility's decomposition tests. This list, the US Compost Council Curb to Compost Toolkit and FTC Guidelines on compostable and degradable claims will be made available to customers.

Target Audience:

This customer group includes all properties that create organic waste or have food service operations including restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. We will also target commercial businesses that create ample quantities of organic and compostable waste from catered meetings, bathroom towels, break rooms, etc. The primary contacts at each business include Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team. Trainings and outreach programs will be targeted to all employees that come in contact with the organics including servers, food preparers, hospitality, and maintenance/custodial staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens' Food Waste Manager will review the account information and supervise the Account Manager. An Athens Recycling Coordination Team member will train employees using an approach that accommodates employee turnover and different shifts. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone WLA - Program Name:

Multi-Family Organics Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Diversion due to this program (tons) | 2,686 | 2,955 | 3,953 | 4,419 | 7,030 | 8,352 | 10,193 | 12,028 | 13,068 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 2,686 | 2,955 | 3,953 | 4,419 | 7,030 | 8,352 | 10,193 | 12,028 | 13,068 |
| Food Waste (tons) | | 0 | 703 | 844 | 3,097 | 4,026 | 5,435 | 6,794 | 7,677 |
| Yard Waste (tons) | 2,686 | 2,955 | 3,250 | 3,575 | 3,933 | 4,326 | 4,758 | 5,234 | 5,391 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 15% | 30% | 45% | 50% | 60% | 60% | 70% | 70% | 75% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens, in partnership with EcoSafe Zero Waste and Global Green, will expand their already existing City of Los Angeles multifamily organic diversion program. Commercial accounts with yard waste will be identified, provided an appropriate size container (if not participating in 3rd party hauling), and encouraged to implement dual use of their organic bin for food waste discards.

Diversion theme, implementing strategy and/or methodology:

EcoSafe and Global Green have proven experience implanting similar programs in five cities nationwide. Each resident will be given a Kitchen Caddy and starter bag. Complexes will have a central organics collection container and compostable bag dispenser system on each floor. An education and outreach program will include kickoff event marketed through emails and fliers, onsite tabling, continuous follow-up and visual audits, and new tenant starter kits. Where needed incentive based contest will be offered like creation of organics signage or photo contest. Athens will also provide outreach and education to the community at large through community meetings, public events, compost donate events, and online mediums. Workshops will be available for residents, community organizations, civics groups, business groups, neighborhood councils, club associations, and others. Yard waste collection signage will be provided and training will be offered for the maintenance department.

Target Audience:

This customer group includes multifamily complexes and university/college housing. The primary contacts are the building manager and facility manager. Trainings and outreach programs will be targeted to tenants, maintenance/custodial staff, and front of office staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Account Managers for each client will work closely with Athens Sustainability Manager and staff members of EcoSafe and Global Green. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone WLA - Program Name:

"Black Bin" Processing

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Diversion due to this program (tons) | 4,957 | 4,957 | 5,056 | 5,106 | 6,383 | 7,341 | 12,479 | 19,966 | 27,955 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| "Black Bin" Processing | 4,957 | 4,957 | 5,056 | 5,106 | 6,383 | 7,341 | 12,479 | 19,966 | 27,955 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community enga

One of the unique features of Athens' approach is that we will provide a Zero Waste "safety net" by processing the black bin in addition to source separation ("Blue Bin") processing.

Diversion theme, implementing strategy and/or methodology:

By providing this additional processing capability, Athens will be able to recover the recyclables from those customers who cannot or are not participating in source separated programs. Athens anticipates lower recovery of black bin materials then it presently sees in its franchise markets, because of the aggressive outreach programs it will be deploying to encourage source separation as described in the proposal. Another great feature to our program is that Athens will be able to monitor the effectiveness of the instituted source separated programs by viewing the recyclable content in the black bins and reporting results to the City. In summary, the City will achieve superior recycling recovery by Athens' given both blue bin and black bin processing of the multifamily and commercial waste streams.

Target Audience:

Black bin processing will be available to commercial and multifamily accounts. Such processing will be important to recover recyclables from those customers who cannot or choose to not participate in source separated programs.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- An Athens Recycling Coordination Team member will work with the Account Manager to analyze the diversion reports and make recommendations on how to decrease recyclables in the waste stream and minimize large quantities of landfill only materials.
- Athens will provide the City a progress report on the program's diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types and quantities of materials that were recyclable, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.

Zone WLA - Program Name:

Textile Rescue and Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|------|------|------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 0 | 0 | 0 | 0 | 1,000 | 1,200 | 2,500 | 2,600 | 2,970 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Textile Rescue and Recycling | | | | 0 | 1,000 | 1,200 | 2,500 | 2,600 | 2,970 |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | | | | | 30% | 45% | 50% | 60% | 60% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.)

Athens will partner with Global Green USA, I:Collect, and other local businesses and organizations to research, design, and implement a Textile Rescue and Recycling Program.

Diversion theme, implementing strategy and/or methodology:

Athens will establish a system for multifamily tenants and retail businesses to donate their garments and other textiles for beneficial reuse. Our goal is for 75% of the usable items to be donated to low-income residents of Los Angeles with the remaining being sold through retail stores. Unusable textiles can be recovered for shredding and recycling into new garments, fabrics, or rags. According to the City's waste characterization study, textiles represent 2.5% of the disposed waste stream, or approximately 73,000 tons in 2012. It is anticipated that within two years of implementation, a minimum of 10% of textiles can be collected, 15% by year 5, and 25% by year 10. Working with Global Green and others, Athens will evaluate effectiveness and identify outreach opportunities to increase participation.

Target Audience:

The primary target audience is multifamily customers, retail businesses, and textile manufacturers.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens Sustainability Manager will work closely with Global Green staff members to create and implement the program. Once in place, Account Managers will work with their clients to utilize the program. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

| Diversion Summary: | NC - NORTH CENTRAL | | | | | | | | |
|---|--------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 * |
| Est Disposal Without Diversion Programs * | 216,551 | 218,224 | 219,897 | 221,569 | 223,242 | 224,915 | 226,588 | 228,261 | 229,934 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 150,012 |
| Projected Disposal (tons) | 183,082 | 178,826 | 169,178 | 164,236 | 146,063 | 127,906 | 115,075 | 98,219 | 79,921 |
| Projected Diversion (tons) | 33,469 | 39,398 | 50,719 | 57,333 | 77,179 | 97,009 | 111,513 | 130,042 | 150,013 |
| Commingled Recycling Diversion (tons) | 22,046 | 27,026 | 36,329 | 40,397 | 44,437 | 46,659 | 48,317 | 49,839 | 52,620 |
| Food Waste (tons) | 3,245 | 3,907 | 5,503 | 7,593 | 21,413 | 36,576 | 42,890 | 51,279 | 58,283 |
| Yard Waste (tons) | 2,872 | 3,159 | 3,475 | 3,823 | 4,205 | 4,625 | 5,088 | 5,597 | 5,653 |
| Other Diversion (tons) | 5,306 | 5,306 | 5,412 | 5,520 | 7,124 | 9,149 | 15,218 | 23,327 | 33,457 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT | | | | | | | | | |

Zone NC - Program Name:

Multifamily Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 6,248 | 9,648 | 15,013 | 18,016 | 19,817 | 20,808 | 21,432 | 21,804 | 22,022 |
| Diverted Commingled Recyclables (tons) | 6,248 | 9,648 | 15,013 | 18,016 | 19,817 | 20,808 | 21,432 | 21,804 | 22,022 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engage

Athens will conduct a robust multifamily, outreach and education recycling and resource management campaign through waste audits and onsite-inspections, customized outreach materials and supplies, interactive exhibitor booths and temporary education kiosks, event outreach and Green Living Workshops, textile/clothing recycling program, and online outreach and education. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

In the first year, we will analyze each complex's recycling needs through waste assessments/audits and ongoing on-site inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 15%.) During the transition, we will work management to decide optimal onsite delivery of our educational material. Educational information will be available through our online applications and programs and will also be distributed locally through our "Newsletter Network." We will outreach to a larger audience base through presentations, workshops, interactive exhibitor booths, and pop education centers/kiosks (which are ideal for underperforming areas or larger apartments) and will partner on outreach with organizations like Friends of LA River and Sustainable Works. We will target at least 4 events per year per zone. Annually, we will partner on a reuse oriented event like clothing drives, repair cafes, or bike drives. We will also incentivize participation through quarterly "Sustainability Steward Award" for tenants and yearly "Earth Wise Award" for multifamily establishments.

| |
|--|
| Target Audience: |
| Primary points of contact are Property Managers, Owners, Facilities Managers, and Tenants. |
| Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures): |
| <ul style="list-style-type: none"> • Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns and waste assessments and is comprised of the Sales and Marketing Director, the Sustainability Manager, the Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers, Account Managers, and Customer Service Representatives will assist in visual inspections and follow up. • Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts or residents, types and quantities of materials reused or recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. • Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports. • On a quarterly basis, if the percentages of participating customers or recyclables decreases by more than 20%, or contamination increases by 20%, Athens will review the account and meet with the customer to identify program challenges, suggest improvement opportunities, and recommend solutions. |

Zone NC - Program Name:

Commercial Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 15,798 | 17,378 | 21,316 | 22,381 | 24,619 | 25,850 | 26,884 | 28,035 | 30,598 |
| Diverted Commingled Recyclables (tons) | 15,798 | 17,378 | 21,316 | 22,381 | 24,619 | 25,850 | 26,884 | 28,035 | 30,598 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 70% | 80% | 80% | 85% | 85% | 90% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will conduct a robust commercial account, outreach and education recycling and resource management campaign that will take into consideration business type, size, and location; staff demographics, work schedules, and turnover; and waste stream and special services. Programs include waste audits and onsite inspections; customized outreach materials and supplies; at work tabling, presentations, and/or trainings; event/fair participation; outreach to local business groups; an online training program; reuse/donation program; and targeted strategies for cultural facilities, K-12 schools, colleges/universities, and large accounts. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

Because West LA has a high level of non-permanent stakeholders such as tourists and students; our customized outreach approach will include a targeted communications campaign. In the first year, we will analyze each complex's recycling needs through waste assessments/audits and ongoing on-site inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 15%.) We will work management to decide optimal outreach/education for employees including at work coffee break teach-ins, onsite tabling, and/or lunch presentations; train the trainer sessions; and department based competitions. Educational material will be provided for new employee trainings and refresher presentations will be arranged per request. Athens will partner with 3 Square International to provide 5 large commercial accounts with One Drop Interactive an online employee education program. Annually, we will recognize one commercial account for the "Earth Wise Award." Athens will actively promote Reuse as a diversion method through partnership with L.A. Shares (for durable items) and through the Athens Repurpose for Art program. Athens will actively engage with local business groups and offer presentations and staff exhibitor tables at events. We will contract with Arts Earth Partnership to implement diversion guidelines, education materials, and incentive programs to target cultural facilities. To target K-12 schools, Athens will partner with EcoSafe Zero on their EDU Program and reDiscover and Discovery Cube LA to conduct school assemblies and in-class presentations. Athens will conduct at least once per year a zero waste art design contest for students. University/Colleges, studios, and other large accounts will be provided specialized programs that could include customized educational material, container signage, marketing, teach-in sessions, presentations, tabling events, competitions, zero waste event guidelines and setup, and reuse programs.

Target Audience:

Commercial accounts include office buildings, retail stores hotels, manufacturers, cultural facilities, hospitals, K-12 schools, universities/colleges and other businesses. Primary points of contact at each business include the Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team." Trainings and outreach programs will be targeted to all employees including the maintenance/custodial staff. K-12 schools and Universities/colleges also have sustainability teams, clubs, on-campus housing, PTAs, and departments that could benefit from targeted outreach.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns & waste assessments and is comprised of the Sales & Marketing Director, Sustainability Manager, Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers, Account Managers, & Customer Service Representatives will assist in visual inspections & follow up.
- For large accounts, follow up and monitoring will occur every six months to ensure successful participation, including visual audits of bins. Athens will follow-up approximately 6 weeks after the waste audit to evaluate increases in waste reduction and changes in recycling volume.
- Working with their partner organizations, Athens will evaluate the effectiveness of the programs & identify opportunities to increase participation.
- Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings & incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types & quantities of materials reused or recycled, and monthly & quarterly rate of change (expressed as a % increase or decrease) in the number of participating customers, materials collected, & materials recycled.
- Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports.

Zone NC - Program Name:

Organics Collection Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 3,245 | 3,907 | 4,389 | 6,145 | 18,102 | 32,438 | 37,304 | 42,900 | 47,367 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 3,245 | 3,907 | 4,389 | 6,145 | 18,102 | 32,438 | 37,304 | 42,900 | 47,367 |
| Food Waste (tons) | 3,245 | 3,907 | 4,389 | 6,145 | 18,102 | 32,438 | 37,304 | 42,900 | 47,367 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 30% | 50% | 70% | 75% | 80% | 85% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will encourage all food service establishments (FSEs) and businesses with large quantities of food discards and compostable waste to implement an organics collection program concurrently with their Recycling program. Athens has a proven FSE education campaign that includes signage, educational material, training, containers, follow-up, and monitoring. In partnership with Global Green USA, Athens will research and implement a Toolkit for Food Scrap Reduction, Donation, and Recovery. Athens is also creating a Preferred Compostables Database to ensure we receive suitable compostable serving-ware and liners. Organics material not donated will be collected and processed at Athens' compost facility American Organics, Organics Extrusion Press in City of Industry, and/or at other anaerobic digestion options as detailed in the 3.10.16.2 Organics Implementation Plan.

Diversion theme, implementing strategy and/or methodology:

ARC Team members will perform site visits to analyze existing programs, implement an organics program, provide necessary containers and materials, conduct bilingual training, perform, visual audits and follow-up. Athens has purchased and will utilize a large database identifying FSEs in the City of Los Angeles. Athens will issue incentive based, window decals to FSEs that divert food scraps. Starting in 2016, Athens and Global Green will research and implement the Toolkit for Food Scrap Reduction, Donation, and Recovery to redirect edible food "upstream," provide users with resources, online applications, food prep practice, certifications, USEPA and LA Sanitation directories and campaigns. We will also assist in connecting FSEs to local garden projects that can utilize food scraps. Athens is creating a Preferred Compostables Database of compostable dining-ware and liners that have passed our organics facility's decomposition tests. This list, the US Compost Council Curb to Compost Toolkit and FTC Guidelines on compostable and degradable claims will be made available to customers.

Target Audience:

This customer group includes all properties that create organic waste or have food service operations including restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. We will also target commercial businesses that create ample quantities of organic and compostable waste from catered meetings, bathroom towels, break rooms, etc. The primary contacts at each business include Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team. Trainings and outreach programs will be targeted to all employees that come in contact with the organics including servers, food preparers, hospitality, and maintenance/custodial staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens' Food Waste Manager will review the account information and supervise the Account Manager. An Athens Recycling Coordination Team member will train employees using an approach that accommodates employee turnover and different shifts. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone NC - Program Name:

Multi-Family Organics Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Diversion due to this program (tons) | 2,872 | 3,159 | 4,589 | 5,271 | 7,515 | 8,763 | 10,674 | 13,976 | 16,568 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 2,872 | 3,159 | 4,589 | 5,271 | 7,515 | 8,763 | 10,674 | 13,976 | 16,568 |
| Food Waste (tons) | 0 | 0 | 1,114 | 1,448 | 3,310 | 4,138 | 5,586 | 8,379 | 10,915 |
| Yard Waste (tons) | 2,872 | 3,159 | 3,475 | 3,823 | 4,205 | 4,625 | 5,088 | 5,597 | 5,653 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 15% | 30% | 45% | 50% | 60% | 60% | 70% | 70% | 75% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens, in partnership with EcoSafe Zero Waste and Global Green, will expand their already existing City of Los Angeles multifamily organic diversion program. Commercial accounts with yard waste will be identified, provided an appropriate size container (if not participating in 3rd party hauling), and encouraged to implement dual use of their organic bin for food waste discards.

Diversion theme, implementing strategy and/or methodology:

EcoSafe and Global Green have proven experience implanting similar programs in five cities nationwide. Each resident will be given a Kitchen Caddy and starter bag. Complexes will have a central organics collection container and compostable bag dispenser system on each floor. An education and outreach program will include kickoff event marketed through emails and fliers, onsite tabling, continuous follow-up and visual audits, and new tenant starter kits. Where needed incentive based contest will be offered like creation of organics signage or photo contest. Athens will also provide outreach and education to the community at large through community meetings, public events, compost donate events, and online mediums. Workshops will be available for residents, community organizations, civics groups, business groups, neighborhood councils, club associations, and others. Yard waste collection signage will be provided and training will be offered for the maintenance department.

Target Audience:

This customer group includes multifamily complexes and university/college housing. The primary contacts are the building manager and facility manager. Trainings and outreach programs will be targeted to tenants, maintenance/custodial staff, and front of office staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Account Managers for each client will work closely with Athens Sustainability Manager and staff members of EcoSafe and Global Green. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone NC - Program Name:

"Black Bin" Processing

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Diversion due to this program (tons) | 5,306 | 5,306 | 5,412 | 5,520 | 6,624 | 7,949 | 12,718 | 20,327 | 30,332 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| "Black Bin" Processing | 5,306 | 5,306 | 5,412 | 5,520 | 6,624 | 7,949 | 12,718 | 20,327 | 30,332 |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.):

One of the unique features of Athens' approach is that we will provide a Zero Waste "safety net" by processing the black bin in addition to source separation ("Blue Bin") processing.

Diversion theme, implementing strategy and/or methodology:

By providing this additional processing capability, Athens will be able to recover the recyclables from those customers who cannot or are not participating in source separated programs. Athens anticipates lower recovery of black bin materials than it presently sees in its franchise markets, because of the aggressive outreach programs it will be deploying to encourage source separation as described in the proposal. Another great feature to our program is that Athens will be able to monitor the effectiveness of the instituted source separated programs by viewing the recyclable content in the black bins and reporting results to the City. In summary, the City will achieve superior recycling recovery by Athens' given both blue bin and black bin processing of the multifamily and commercial waste streams.

Target Audience:

Black bin processing will be available to commercial and multifamily accounts. Such processing will be important to recover recyclables from those customers who cannot or choose to not participate in source separated programs.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- An Athens Recycling Coordination Team member will work with the Account Manager to analyze the diversion reports and make recommendations on how to decrease recyclables in the waste stream and minimize large quantities of landfill only materials.
- Athens will provide the City a progress report on the program's diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types and quantities of materials that were recyclable, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.

Zone NC - Program Name:

Textile Rescue and Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 ¹ |
|--|------|------|------|------|------|-------|-------|-------|-------------------|
| Diversion due to this program (tons) | 0 | 0 | 0 | 0 | 500 | 1,200 | 2,500 | 3,000 | 3,125 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Textile Rescue and Recycling | | | | | 500 | 1,200 | 2,500 | 3,000 | 3,125 |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | | | | | 30% | 45% | 50% | 60% | 60% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will partner with Global Green USA, i:Collect, and other local businesses and organizations to research, design, and implement a Textile Rescue and Recycling Program.

Diversion theme, implementing strategy and/or methodology:

Athens will establish a system for multifamily tenants and retail businesses to donate their garments and other textiles for beneficial reuse. Our goal is for 75% of the usable items to be donated to low-income residents of Los Angeles with the remaining being sold through retail stores. Unusable textiles can be recovered for shredding and recycling into new garments, fabrics, or rags. According to the City's waste characterization study, textiles represent 2.5% of the disposed waste stream, or approximately 73,000 tons in 2012. It is anticipated that within two years of implementation, a minimum of 10% of textiles can be collected, 15% by year 5, and 25% by year 10. Working with Global Green and others, Athens will evaluate effectiveness and identify outreach opportunities to increase participation.

Target Audience:

The primary target audience is multifamily customers, retail businesses, and textile manufacturers.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens Sustainability Manager will work closely with Global Green staff members to create and implement the program. Once in place, Account Managers will work with their clients to utilize the program. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

| Diversion Summary: | | HB - HARBOR | | | | | | | |
|--|--------|-------------|--------|--------|--------|--------|--------|--------|--------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 74,088 | 74,661 | 75,233 | 75,805 | 76,378 | 76,950 | 77,522 | 78,095 | 78,667 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 51,323 |
| Projected Disposal (tons) | 65,757 | 64,090 | 62,039 | 58,582 | 53,754 | 49,315 | 43,027 | 36,405 | 27,344 |
| Projected Diversion (tons) | 8,331 | 10,571 | 13,194 | 17,223 | 22,624 | 27,635 | 34,495 | 41,690 | 51,323 |
| Commingled Recycling Diversion (tons) | 6,731 | 7,896 | 9,474 | 12,373 | 15,199 | 18,239 | 23,095 | 28,652 | 35,206 |
| Food Waste (tons) | 650 | 1,100 | 1,500 | 1,950 | 2,800 | 3,433 | 4,072 | 4,753 | 5,879 |
| Yard Waste (tons) | 450 | 575 | 720 | 900 | 1,125 | 1,463 | 1,828 | 2,285 | 2,856 |
| Other Diversion (tons) | 500 | 1,000 | 1,500 | 2,000 | 3,500 | 4,500 | 5,500 | 6,000 | 7,382 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone HB - Program Name:

Multifamily Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|-------|--------|--------|
| Diversion due to this program (tons) | 3,094 | 3,713 | 4,455 | 5,346 | 6,416 | 7,699 | 9,393 | 12,210 | 14,653 |
| Diverted Commingled Recyclables (tons) | 3,094 | 3,713 | 4,455 | 5,346 | 6,416 | 7,699 | 9,393 | 12,210 | 14,653 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens will conduct a robust multifamily, outreach and education recycling and resource management campaign through waste audits and onsite-inspections, customized outreach materials and supplies, interactive exhibitor booths and temporary education kiosks, event outreach and Green Living Workshops, textile/clothing recycling program, and online outreach and education. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

In the first year, we will analyze each complex's recycling needs through waste assessments/audits and ongoing on-site inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 15%.) During the transition, we will work management to decide optimal onsite delivery of our educational material. Educational information will be available through our online applications and programs and will also be distributed locally through our "Newsletter Network." We will outreach to a larger audience base through presentations, workshops, interactive exhibitor booths, and pop education centers/kiosks (which are ideal for underperforming areas or larger apartments) and will partner on outreach with organizations like Friends of LA River and Sustainable Works. We will target at least 4 events per year per zone. Annually, we will partner on a reuse oriented event like clothing drives, repair cafes, or bike drives. We will also incentivize participation through quarterly "Sustainability Steward Award" for tenants and yearly "Earth Wise Award" for multifamily establishments.

Target Audience:

Primary points of contact are Property Managers, Owners, Facilities Managers, and Tenants.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns and waste assessments and is comprised of the Sales and Marketing Director, the Sustainability Manager, the Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers, Account Managers, and Customer Service Representatives will assist in visual inspections and follow up.
- Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts or residents, types and quantities of materials reused or recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.
- Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports.
- On a quarterly basis, if the percentages of participating customers or recyclables decreases by more than 20%, or contamination increases by 20%, Athens will review the account and meet with the customer to identify program challenges, suggest improvement opportunities, and recommend solutions.

Zone HB - Program Name:

Commercial Commingled Recycling Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 ⁺ |
|--|-------|-------|-------|-------|-------|--------|--------|--------|-------------------|
| Diversion due to this program (tons) | 3,637 | 4,183 | 5,019 | 7,027 | 8,783 | 10,540 | 13,702 | 16,442 | 20,553 |
| Diverted Commingled Recyclables (tons) | 3,637 | 4,183 | 5,019 | 7,027 | 8,783 | 10,540 | 13,702 | 16,442 | 20,553 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 70% | 80% | 80% | 85% | 85% | 90% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

Athens will conduct a robust commercial account, outreach and education recycling and resource management campaign that will take into consideration business type, size, and location; staff demographics, work schedules, and turnover; and waste stream and special services. Programs include waste audits and onsite-inspections; customized outreach materials and supplies; at work tabling, presentations, and/or trainings; event/fair participation; outreach to local business groups; an online training program; reuse/donation program; and targeted strategies for cultural facilities, K-12 schools, colleges/universities, and large accounts. Our recycling and resource management campaign encourages diversion through recycling, organics (yard/food) scrap collection, landfill prevention, waste reduction, and reuse.

Diversion theme, implementing strategy and/or methodology:

Athens will partner with local schools, youth athletic organizations, environmental justice organizations, and the Port of Los Angeles in engaging stakeholders given their strong roots in this part of the city. In the first year, we will analyze each complex's recycling needs through waste assessments and ongoing onsite inspections. (We estimate in the first year total recyclable tonnage will increase by approximately 10%.) We will work with management to decide optimal outreach/education for employees including at work coffee break teach-ins, onsite tabling, and/or lunch presentations; train the trainer sessions; and department based competitions. Educational material will be provided for new employee trainings & refresher presentations will be arranged per request. Athens will partner with 3 Square International to provide 5 large commercial accounts with One Drop Interactive an online employee education program. Annually, Athens will recognize one commercial account for the "Earth Wise Award." Athens will actively promote Reuse as a diversion method through partnership with L.A. Shares (for durable items) & through the Athens Repurpose for Art program. Athens will actively engage with local business groups, offer presentations and staff exhibitor tables at events. We will contract with Arts Earth Partnership to implement diversion guidelines, education materials, & incentive programs to target cultural facilities. To target K-12 schools, Athens will partner with EcoSafe Zero on their EDU Program, reDiscover, & Discovery Cube LA to conduct school assemblies & in-class presentations. Athens will conduct at least once per year a zero waste art design contest for students. University/Colleges, studios, and other large accounts will be provided specialized programs that could include customized educational material, container signage, marketing, teach-in sessions, presentations, tabling events, competitions, zero waste event guidelines and

Target Audience:

Commercial accounts include office buildings, retail stores hotels, manufacturers, cultural facilities, hospitals, K-12 schools, universities/colleges and other businesses. Primary points of contact at each business include the Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team." Trainings and outreach programs will be targeted to all employees including the maintenance/custodial staff. K-12 schools and Universities/colleges also have sustainability teams, clubs, on-campus housing, PTAs, and departments that could benefit from targeted outreach.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- Athens Recycling Coordination Team (the ARC Team) will conduct the outreach campaigns & waste assessments and is comprised of the Sales & Marketing Director, Sustainability Manager, Food Waste Manager, Recycling Coordinators, and Account Managers. Truck drivers, Account Managers, & Customer Service Representatives will assist in visual inspections & follow up.
- For large accounts, follow up and monitoring will occur every six months to ensure successful participation, including visual audits of bins. Athens will follow-up approximately 6 weeks after the waste audit to evaluate increases in waste reduction and changes in recycling volume.
- Working with their partner organizations, Athens will evaluate the effectiveness of the programs & identify opportunities to increase participation.
- Athens will provide the City a progress report on each programs' diversion results as part of the mandatory monthly meetings & incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types & quantities of materials reused or recycled, and monthly & quarterly rate of change (expressed as a % increase or decrease) in the number of participating customers, materials collected, & materials recycled.
- Drivers and Account managers will record onsite customer information, warning notices, pictures, and more through their computer tablet which will automatically upload to our Soft-Pak database and generate customized reports.

Zone HB - Program Name:

Organics Collection Program

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 650 | 1,100 | 1,500 | 1,950 | 2,550 | 2,933 | 3,372 | 3,878 | 4,654 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 650 | 1,100 | 1,500 | 1,950 | 2,550 | 2,933 | 3,372 | 3,878 | 4,654 |
| Food Waste (tons) | 650 | 1,100 | 1,500 | 1,950 | 2,550 | 2,933 | 3,372 | 3,878 | 4,654 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 30% | 50% | 70% | 75% | 80% | 85% | 90% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

Athens will encourage all food service establishments (FSEs) and businesses with large quantities of food discards and compostable waste to implement an organics collection program concurrently with their Recycling program. Athens has a proven FSE education campaign that includes signage, educational material, training, containers, follow-up, and monitoring. In partnership with Global Green USA, Athens will research and implement a Toolkit for Food Scrap Reduction, Donation, and Recovery. Athens is also creating a Preferred Compostables Database to ensure we receive suitable compostable serving-ware and liners. Organics material not donated will be collected and processed at Athens' compost facility American Organics, Organics Extrusion Press in City of Industry, and/or at other anaerobic digestion options as detailed in the 3.10.16.2 Organics Implementation Plan.

Diversion theme, implementing strategy and/or methodology:

ARC Team members will perform site visits to analyze existing programs, implement an organics program, provide necessary containers and materials, conduct bilingual training, perform, visual audits and follow-up. Athens has purchased and will utilize a large database identifying FSEs in the City of Los Angeles. Athens will issue incentive based, window decals to FSEs that divert food scraps. Starting in 2016, Athens and Global Green will research and implement the Toolkit for Food Scrap Reduction, Donation, and Recovery to redirect edible food "upstream," provide users with resources, online applications, food prep practice, certifications, USEPA and LA Sanitation directories and campaigns. We will also assist in connecting FSEs to local garden projects that can utilize food scraps. Athens is creating a Preferred Compostables Database of compostable dining-ware and liners that have passed our organics facility's decomposition tests. This list, the US Compost Council Curb to Compost Toolkit and FTC Guidelines on compostable and degradable claims will be made available to customers.

Target Audience:

This customer group includes all properties that create organic waste or have food service operations including restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. We will also target commercial businesses that create ample quantities of organic and compostable waste from catered meetings, bathroom towels, break rooms, etc. The primary contacts at each business include Owner, General Manager, Facilities Manager, and/or Sustainability Manager/"Green Team. Trainings and outreach programs will be targeted to all employees that come in contact with the organics including servers, food preparers, hospitality, and maintenance/custodial staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens' Food Waste Manager will review the account information and supervise the Account Manager. An Athens Recycling Coordination Team member will train employees using an approach that accommodates employee turnover and different shifts. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone HB - Program Name:

Multi-Family Organics Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|------|------|------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 450 | 575 | 720 | 900 | 1,375 | 1,963 | 2,528 | 3,160 | 4,081 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 450 | 575 | 720 | 900 | 1,375 | 1,963 | 2,528 | 3,160 | 4,081 |
| Food Waste (tons) | 0 | 0 | 0 | 0 | 250 | 500 | 700 | 875 | 1,225 |
| Yard Waste (tons) | 450 | 575 | 720 | 900 | 1,125 | 1,463 | 1,828 | 2,285 | 2,856 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 15% | 30% | 45% | 50% | 60% | 60% | 70% | 70% | 75% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Athens, in partnership with EcoSafe Zero Waste and Global Green, will expand their already existing City of Los Angeles multifamily organic diversion program. Commercial accounts with yard waste will be identified, provided an appropriate size container (if not participating in 3rd party hauling), and encouraged to implement dual use of their organic bin for food waste discards.

Diversion theme, implementing strategy and/or methodology:

EcoSafe and Global Green have proven experience implanting similar programs in five cities nationwide. Each resident will be given a Kitchen Caddy and starter bag. Complexes will have a central organics collection container and compostable bag dispenser system on each floor. An education and outreach program will include kickoff event marketed through emails and fliers, onsite tabling, continuous follow-up and visual audits, and new tenant starter kits. Where needed incentive based contest will be offered like creation of organics signage or photo contest. Athens will also provide outreach and education to the community at large through community meetings, public events, compost donate events, and online mediums. Workshops will be available for residents, community organizations, civics groups, business groups, neighborhood councils, club associations, and others. Yard waste collection signage will be provided and training will be offered for the maintenance department.

Target Audience:

This customer group includes multifamily complexes and university/college housing. The primary contacts are the building manager and facility manager. Trainings and outreach programs will be targeted to tenants, maintenance/custodial staff, and front of office staff.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Account Managers for each client will work closely with Athens Sustainability Manager and staff members of EcoSafe and Global Green. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Zone HB - Program Name:

"Black Bin" Processing

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 500 | 1,000 | 1,500 | 2,000 | 2,500 | 3,000 | 3,500 | 4,000 | 4,500 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| "Black Bin" Processing | 500 | 1,000 | 1,500 | 2,000 | 2,500 | 3,000 | 3,500 | 4,000 | 4,500 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 90% | 90% | 90% | 90% | 95% | 95% | 95% | 95% | 95% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

One of the unique features of Athens' approach is that we will provide a Zero Waste "safety net" by processing the black bin in addition to source separation ("Blue Bin") processing.

Diversion theme, implementing strategy and/or methodology:

By providing this additional processing capability, Athens will be able to recover the recyclables from those customers who cannot or are not participating in source separated programs. Athens anticipates lower recovery of black bin materials than it presently sees in its franchise markets, because of the aggressive outreach programs it will be deploying to encourage source separation as described in the proposal. Another great feature to our program is that Athens will be able to monitor the effectiveness of the instituted source separated programs by viewing the recyclable content in the black bins and reporting results to the City. In summary, the City will achieve superior recycling recovery by Athens' given both blue bin and black bin processing of the multifamily and commercial waste streams.

Target Audience:

Black bin processing will be available to commercial and multifamily accounts. Such processing will be important to recover recyclables from those customers who cannot or choose to not participate in source separated programs.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

- An Athens Recycling Coordination Team member will work with the Account Manager to analyze the diversion reports and make recommendations on how to decrease recyclables in the waste stream and minimize large quantities of landfill only materials.
- Athens will provide the City a progress report on the program's diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating customers, types and quantities of materials that were recyclable, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled.

Zone HB - Program Name:

Textile Rescue and Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|------|------|------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 0 | 0 | 0 | 0 | 1,000 | 1,500 | 2,000 | 2,000 | 2,882 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Textile Rescue and Recycling | | | | 0 | 1,000 | 1,500 | 2,000 | 2,000 | 2,882 |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | | | | | 30% | 45% | 50% | 60% | 60% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engage

Athens will partner with Global Green USA, i:Collect, and other local businesses and organizations to research, design, and implement a Textile Rescue and Recycling Program.

Diversion theme, implementing strategy and/or methodology:

Athens will establish a system for multifamily tenants and retail businesses to donate their garments and other textiles for beneficial reuse. Our goal is for 75% of the usable items to be donated to low-income residents of Los Angeles with the remaining being sold through retail stores. Unusable textiles can be recovered for shredding and recycling into new garments, fabrics, or rags. According to the City's waste characterization study, textiles represent 2.5% of the disposed waste stream, or approximately 73,000 tons in 2012. It is anticipated that within two years of implementation, a minimum of 10% of textiles can be collected, 15% by year 5, and 25% by year 10. Working with Global Green and others, Athens will evaluate effectiveness and identify outreach opportunities to increase participation.

Target Audience:

The primary target audience is multifamily customers, retail businesses, and textile manufactures.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Athens Sustainability Manager will work closely with Global Green staff members to create and implement the program. Once in place, Account Managers will work with their clients to utilize the program. Athens will provide the City a progress report on diversion results as part of the mandatory monthly meetings and incorporate the data into the quarterly City reports. The reports will include the number of participating accounts, types and quantities of organics recycled, and monthly and quarterly rate of change (expressed as a percent increase or decrease) in the number of participating customers, materials collected, and materials recycled. Account managers will record in real time all account information, follow up visit results, and pictures through their computer tablet which will automatically upload to our Soft-Pak database.

Appendix B: Facility Utilization Plan

| ZONE: WEST LOS ANGELES | | | | |
|--|---|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Mid-Valley Sanitary Landfill | 2390 N Alder Ave Rialto, CA 92377 | 36-AA-0055 | Primary/Secondary | Day 1 |
| Chiquita Canyon Landfill | 29201 Henry Mayo Dr Castaic, CA 91384 | 19-AA-0052 | Primary/Secondary | Day 1 |
| San Timoteo Sanitary Landfill | San Timoteo Canyon Rd Redlands, CA 92373 | 36-AA-0087 | Primary/Secondary | Day 1 |
| Victorville Sanitary Landfill | 18600 Stoddard Wells Rd Victorville, CA 92307 | 36-AA-0045 | Primary/Secondary | Day 1 |
| Savage Canyon Landfill | 13919 E Penn St Whittier, CA 90602 | 19-AH-0001 | Primary/Secondary | Day 1 |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary (Transfer) | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary (Transfer) | Day 1 |
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Secondary (Transfer) | Day 1 |
| SOLID WASTE – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary | Day 1 |
| COMMINGLED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Sun Valley MRF | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Secondary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Primary | Day 1 |

ZONE: WEST LOS ANGELES

| | | | | |
|--------------------------------------|---|------------|----------------------|---------------------|
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Not Specified | Not Specified |
| ORGANICS – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| American Organics | 20055 Shay Rd Victorville, CA 92392 | 36-AA-0403 | Primary | Day 1 |
| Rialto BioEnergy Facility (Anaergia) | 503 E Santa Ana Ave Rialto, CA 92376 | 36-AA-0446 | Secondary | 2019 |

ZONE: NORTH CENTRAL

| | | | | |
|--|---|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Mid-Valley Sanitary Landfill | 2390 N Alder Ave Rialto, CA 92377 | 36-AA-0055 | Primary/Secondary | Day 1 |
| Chiquita Canyon Landfill | 29201 Henry Mayo Dr Castaic, CA 91384 | 19-AA-0052 | Primary/Secondary | Day 1 |
| San Timoteo Sanitary Landfill | San Timoteo Canyon Rd Redlands, CA 92373 | 36-AA-0087 | Primary/Secondary | Day 1 |
| Victorville Sanitary Landfill | 18600 Stoddard Wells Rd Victorville, CA 92307 | 36-AA-0045 | Primary/Secondary | Day 1 |
| Savage Canyon Landfill | 13919 E Penn St Whittier, CA 90602 | 19-AH-0001 | Primary/Secondary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary (Transfer) | Day 1 |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary (Transfer) | Day 1 |
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Secondary (Transfer) | Day 1 |
| SOLID WASTE – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary | Day 1 |

ZONE: NORTH CENTRAL

| COMMINGLED RECYCLABLES – Processing | | | | |
|--|---|------------|----------------------|---------------------|
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Primary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Primary | Day 1 |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Secondary | Day 1 |
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Not Specified | Not Specified |
| ORGANICS – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| American Organics | 20055 Shay Rd Victorville, CA 92392 | 36-AA-0403 | Primary | Day 1 |
| Rialto BioEnergy Facility (Anaergia) | 503 E Santa Ana Ave Rialto, CA 92376 | 36-AA-0446 | Secondary | 2019 |

ZONE: HARBOR

| SOLID WASTE – Disposal/Transfer | | | | |
|------------------------------------|---|------------|----------------------|---------------------|
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Mid-Valley Sanitary Landfill | 2390 N Alder Ave Rialto, CA 92377 | 36-AA-0055 | Primary/Secondary | Day 1 |
| San Timoteo Sanitary Landfill | San Timoteo Canyon Rd Redlands, CA 92373 | 36-AA-0087 | Primary/Secondary | Day 1 |
| Victorville Sanitary Landfill | 18600 Stoddard Wells Rd Victorville, CA 92307 | 36-AA-0045 | Primary/Secondary | Day 1 |
| Savage Canyon Landfill | 13919 E Penn St Whittier, CA 90602 | 19-AH-0001 | Primary/Secondary | Day 1 |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Secondary (Transfer) | Day 1 |
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Secondary (Transfer) | Day 1 |
| SOLID WASTE – Processing | | | | |

| ZONE: HARBOR | | | | |
|--|---|------------|----------------------|---------------------|
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Primary | Day 1 |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Secondary | Day 1 |
| SOURCE- SEPARATED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Primary | Day 1 |
| Athens Sun Valley MRF & Transfer Station | 11121 Pendleton St Sun Valley, CA 91353 | 19-AR-5581 | Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Athens Industry MRF | 14048 E Valley Blvd City of Industry, CA 91746 | 19-AA-0863 | Primary | Day 1 |
| Central LA Recycling & TS (CLARTS) | 2201 E Washington Blvd Los Angeles, CA 90034 | 19-AR-1182 | Not Specified | Not Specified |
| ORGANICS – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| American Organics | 20055 Shay Rd Victorville, CA 92392 | 36-AA-0403 | Primary | Day 1 |
| Rialto BioEnergy Facility (Anargia) | 503 E Santa Ana Ave Rialto, CA 92376 | 36-AA-0446 | Secondary | 2019 |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$ 7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$ 70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service
(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|---|
| Project Title | City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
|----------------------|---|

| | |
|--|--|
| Proposer Arakelian Enterprises, Inc., dba, Athens Services | Address 14048 Valley Blvd., City of Industry, CA 91746 |
| Contact Person Greg Loughnane | Phone/Fax (626) 855-7244 / (626) 330-0456 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|---|--|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| AEP / Arts Earth Partnership 1416 Electric Avenue Venice, CA 90291 310-710-0147 / Justin Yoffe | Through outreach and education they will implement program guidelines, materials, and incentive programs for cultural facilities. | OBE | | \$200,000 |
| Anaergia Services LLC 5780 Fleet Street, Suite 310 Carlsbad, CA 92078 760-436-8870 / David Schneider | In partnership with Anaergia, Athens will install an Organics Extrusion Press [OREX] that will process 150 TPD of organics through anaerobic digestion. | OBE | | \$12,065,972 |
| Aslan Consulting LLC 24681 La Plaza, Suite 240 Dana Point, CA 92629 909-239-4300 / Renee Young | Athens services will contract with Aslan to provide CRM implementation and end-user training to support Oracle solutions. | LBE (LA) SBE(Harbor) VSBE(Harbor) MBE DBE WBE | | \$250,000 |
| AXIOM Translations, LLC 800 N Harbor Blvd Anaheim, CA 92805 310-968-6987 / Marlene Gomez | Athens Services will subcontract with Axiom Translations as a vendor of language translation services with support of well over 150 languages. | WBE DBE LBE (LA) | | \$240,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$ | % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$ | % |
| BASE BID AMOUNT | \$ | |


 Signature of Person Completing this Form

Greg Loughnane
 Printed Name of Person Completing this Form

President **8/25/16**
 Title Date

SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

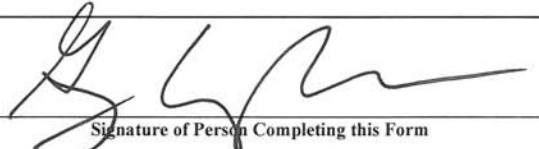
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

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| Contact Person Greg Loughnane | Phone/Fax (626) 855-7244 / (626) 330-0456 |

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| Chiquita Canyon Landfill / Waste Connections 29201 Henry Mayo Dr Castaic, CA 91384 661-257-3655 / Steve Cassulo | Athens will contract with Chiquita Canyon as an optional landfill. | OBE | | \$42,162,870 |
| Container Management Group, LLC / CDSRVS, LLC 840 W. Grove Ave. Orange, CA 92865 949-289-0305 / Steven Fenzl | Athens will be contracting with Container Management Group, a total solution maintenance vendor that provides on-site container cleaning/deodorizing, repairs, and container relabeling services. | SBE MBE | | \$568,182 |
| Consolidated Fabricators Corp 14620 Arminta ST Van Nuys, CA 91402 800-635-8335 / Kerry Holmes | Consolidated Fabricators is a steel container manufacturer that supplies waste containers of various sizes for the collection of such waste streams as hazardous waste, scrap waste, grease waste, and recycling waste. | OBE | | \$12,500,000 |
| Consensus Inc. 1933 South Broadway, Suite 1100 Los Angeles, CA 90007 213-438-1755 / Andrea Campbell | Consensus will support outreach and education through development of a marketing campaign strategy, information materials, stakeholder outreach, and metrics. | SBE (LA) LBE (LA) LBE (Harbor) WBE | | \$500,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$ | % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$ | % |
| BASE BID AMOUNT | \$ | |


 Signature of Person Completing this Form
Greg Loughnane
 Printed Name of Person Completing this Form
President **8/25/16**
 Title Date

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

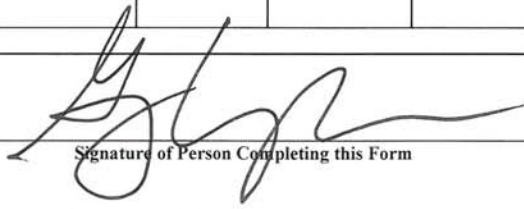
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

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| Project Title | City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
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| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Discovery Cube Los Angeles 11800 Foothill Blvd Los Angeles, CA 91342 714-263-3824 / Sean Fitzgerald | Discovery Cube LA will support outreach and education through in-class assemblies for sixth graders and "Eco Challenge" field trip to Discovery Cube LA Science Center. | OBE | | \$52,000 |
| Green Halo 521 Sharcot Ave. Suite 119 San Jose, CA 95131 888-525-1301 / Devlyn Steele | Green Halo software provides a customer generated waste management plan and online reporting. It helps track recycling in real-time and generates comprehensive statistics and reports. | OBE | | \$60,000 |
| Global Green 645 Harrison St. #200 San Francisco, CA 94107 415-697-0399 / Lily Kelly | Athens will partner with Global Green USA as a member of their Coalition for Resource Recovery to design and implement a textile rescue and recycling program. We will also partner to develop a toolkit for food scrap reduction, donation, and recovery. | OBE | | \$200,000 |
| I:Collect AG / SOEX Group 3294 East 26th Street Los Angeles, CA 90058 310-892-3857 / Jennifer Gilbert | Athens will partner with I:Collect, a Los Angeles based company that collects, recycles, and resells textiles globally, to research and implement a textile rescue and recycling program. | OBE | | \$25,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$ | % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$ | % |
| BASE BID AMOUNT | \$ | |

| | |
|--|------------------------|
|  Signature of Person Completing this Form | |
| Greg Loughnane Printed Name of Person Completing this Form | |
| President Title | 8/25/16 Date |

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

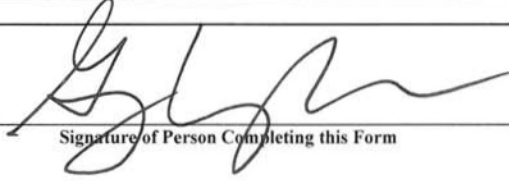
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|---|--|--|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Isidore Electronics Recycling 411 South Hewitt Street Los Angeles, CA 90012 323-222-3322 / Kabira Stokes | Collection and processing of electronic waste, electronic recycling education, and E-Waste Events. | WBE | | \$496,000 |
| JJ Keller & Associates 3003 Breezewood Lane PO Box 368 Neenah, Wisconsin 54957 920-722-2848 / Natalie McPeak | Athens will partner with JJ Keller, a firm specializing in safety, regulations and compliance documentation specifically in reference to Driver Qualification Files. | OBE | | \$489,600 |
| JI Gandara Transport Inc PO BOX 920176 Sylmar, CA 91392 818-252-4667 / Jay Gandara | JI Gandara provides transportation services for materials such as solid waste and commingled recyclables across Southern California. | SBE (Harbor) VSBE Harbor LBE (Harbor) MBE | | \$24,688,661 |
| LA Shares 3224 Riverside Dr, Los Angeles, CA 90027 (213) 485-1097 / Bert Ball | Athens will promote the reuse placement of durable goods like furniture and office equipment through L.A. Shares, which redistributes reusable items free of charge to non-profit agencies and schools throughout Los Angeles. | OBE | | \$324,839 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$ | % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$ | % |
| BASE BID AMOUNT | \$ | |

| | |
|--|------------------------|
|  Signature of Person Completing this Form | |
| Greg Loughnane Printed Name of Person Completing this Form | |
| President Title | 8/25/16 Date |

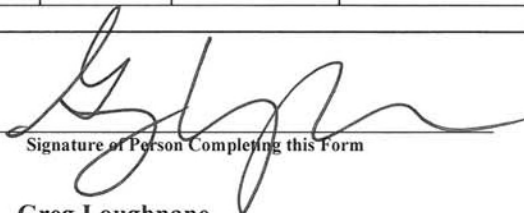
SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|---|--|
| Project Title City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling | |
| Proposer Arakelian Enterprises, Inc., dba, Athens Services | Address 14048 Valley Blvd., City of Industry, CA 91746 |
| Contact Person Greg Loughnane | Phone/Fax (626) 855-7244 / (626) 330-0456 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Mario's Trucking 10111 Bromont Ave Sun Valley, CA 91352 (213) 749-2322 / Mario Rodriguez | Mario's Trucking provides transportation services for materials such as solid waste, commingled recyclables, and organics across Southern California. | LBE (LA) MBE | | \$10,454,366 |
| Three Squares International Inc / One-Drop Interactive 1507 7th Street, #105 Santa Monica, CA 90401 310-584-7933 / Jaime Nack | Will partner with Three Squares International to implement One Drop Interactive Recycling 1.0, online employee education training for businesses. Athens will sponsor a pilot program for five large businesses. | LSBE SBE WBE | | \$50,000 |
| Plastics Solutions Inc. / EcoSafe Zero Waste 115-2677 192nd Street Surrey, BC V3S 3X1 604-560-5133 / Jason Sanders | Will support outreach and education through implementation of a multi-family residential, food waste collection program and a K-12 zero waste program (EcoSafe EDU). | OBE | | \$150,000 |
| reDiscover Center 12958 W Washington Blvd Los Angeles, CA 90066 310-393-3636 / Mary Beth Trautwein | reDiscover will conduct K-12 school assemblies and presentations and will also oversee two yearly, three-month residencies as part of our Artist in Residency Program. | OBE | | \$250,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$ | % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$ | % |
| BASE BID AMOUNT | \$ | |


 Signature of Person Completing this Form
Greg Loughnane
 Printed Name of Person Completing this Form

President
 Title

8/25/16
 Date

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|---|
| Project Title | City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
|----------------------|---|

| | |
|--|--|
| Proposer Arakelian Enterprises, Inc., dba, Athens Services | Address 14048 Valley Blvd., City of Industry, CA 91746 |
| Contact Person Greg Loughnane | Phone/Fax (626) 855-7244 / (626) 330-0456 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|--|---------------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Schafer Consulting 801 S. Figueroa St. Suite #1050 Los Angeles, CA 90017 949-388-4577 / Nancy Schafer | Athens will subcontract with Schafer to provide customer service training, documentation, and a change management plan. | WBE MBE DBE SBE LBE | | \$250,000 |
| Sustainable Works 1744 Pearl ST Santa Monica, CA 90405 310-458-8716 / Gina Garcia | Sustainable Works will support outreach and education through community based Green Living Workshops that focus on recycling and resource management. | OBE | | \$100,000 |
| Soft-Pak 3550 Camino Del Rio North #208 San Diego, CA 92108 619-398-3507 / Steve Belt | Soft-Pak is a software provider that provides integrated solutions specific to the waste industry. These services include both customer-facing and back-office activities such as complaint management, dispatching, route management, billing, accounts receivable, collections and management reporting. | OBE | | \$785,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|------------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ 36,211,209 | 3.52% |
| TOTAL WBE AMOUNT | \$ 1,286,000 | 0.13% |
| TOTAL SBE AMOUNT | \$ 26,306,843 | 2.56% |
| TOTAL EBE AMOUNT | \$ 0 | 0.00% |
| TOTAL DVBE AMOUNT | \$ 0 | 0.00% |
| TOTAL OBE AMOUNT | \$ 69,365,281 | 6.75% |
| BASE BID AMOUNT | \$ 1,027,792,030 | |

| | |
|--|---------|
|  Signature of Person Completing this Form | |
| Greg Loughnane Printed Name of Person Completing this Form | |
| President | 8/25/16 |
| Title | Date |

MUST BE SUBMITTED WITH PROPOSAL

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Willis Insurance Services of C 26 Century Blvd. P. O. Box 305191 Nashville TN 37230 | | CONTACT NAME: Laarni Samaniego PHONE (A/C, No, Ext): 2136076244 FAX (A/C, No): E-MAIL ADDRESS: Laarni.Samaniego@Willis.com | | | | | | | | | | | | | | | | | | | | | | |
|---|---------------------------------------|---|--|-------------------------------|--|--------|-------------|---------------------------------|-------|-------------|-----------------------------|-------|-------------|---------------------------------------|-------|-------------|----------------------------|-------|-------------|--|--|-------------|--|--|
| INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry CA 91746 | | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B :</td><td>Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C :</td><td>Endurance Risk Solutions Assurance Co</td><td>43630</td></tr><tr><td>INSURER D :</td><td>XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | AIG Specialty Insurance Company | 26883 | INSURER B : | Greenwich Insurance Company | 22322 | INSURER C : | Endurance Risk Solutions Assurance Co | 43630 | INSURER D : | XL Insurance America, Inc. | 24554 | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | AIG Specialty Insurance Company | 26883 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | Greenwich Insurance Company | 22322 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | Endurance Risk Solutions Assurance Co | 43630 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | XL Insurance America, Inc. | 24554 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---------|--|-----------|--|----------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | EG6439324 | 03/01/2016 | 03/01/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | |
| | | | MED EXP (Any one person) \$ 25,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | Y | Y | RAD500042702 | 03/01/2016 | 03/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | ANY AUTO | | SCHEDULED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | UMBRELLA LIAB | Y | Y | XSC30000062900 | 03/01/2016 | 03/01/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB | | OCCUR | | | | AGGREGATE \$ 1,000,000 |
| | | | CLAIMS-MADE | | | | \$ |
| | DED | | RETENTION \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | RWD500042602 | 03/01/2016 | 03/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 0 |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lobster Festival

CERTIFICATE HOLDER**CANCELLATION**City of Los Angeles and all of its Agencies, Boards and Departments
Attn: Port of Los Angeles Risk Management
425 So. Palos Verdes Street
San Pedro CA 90731

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laarni Samaniego

© 1988-2014 ACORD CORPORATION. All rights reserved.

Addendum

Named Additional Insured and Additional Information

International Lobster Festival, Inc., Greg Herreman Productions and The City of Los Angeles, its agents, employees and officers are included as Additional Insured(s) as respects to General Liability as required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER Willis Insurance Services of C 26 Century Blvd. P. O. Box 305191 Nashville TN 37230 | | CONTACT NAME: Laami Samaniego PHONE (A/C, No, Ext): 2136076244 FAX (A/C, No): E-MAIL ADDRESS: Laarni.Samaniego@Willis.com | | | | | | | | | | | | | | | |
|---|--------|---|--|---------|--------|---|-------|---|-------|--|-------|---------------------------------------|-------|-------------|--|-------------|--|
| INSURED Athens Services 14048 Valley Blvd. City of Industry CA 91746 | | INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B : Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | | INSURER | NAIC # | INSURER A : AIG Specialty Insurance Company | 26883 | INSURER B : Greenwich Insurance Company | 22322 | INSURER C : XL Specialty Insurance Company | 37885 | INSURER D : Federal Insurance Company | 20281 | INSURER E : | | INSURER F : | |
| INSURER | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A : AIG Specialty Insurance Company | 26883 | | | | | | | | | | | | | | | | |
| INSURER B : Greenwich Insurance Company | 22322 | | | | | | | | | | | | | | | | |
| INSURER C : XL Specialty Insurance Company | 37885 | | | | | | | | | | | | | | | | |
| INSURER D : Federal Insurance Company | 20281 | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---------|---|---|---------------|-------------------------|-------------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | 6439324 | 03/01/2016 | 03/01/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | |
| | | MED EXP (Any one person) \$ 25,000 | | | | |
| | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | GENERAL AGGREGATE \$ 2,000,000 | |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | RAD500042702 | 03/01/2016 | 03/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | RWD500042602 | 03/01/2016 | 03/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 0 |
| | | E.L. EACH ACCIDENT \$ 1,000,000 | | | | |
| | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | |
| | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | |
| D | Crime | <input type="checkbox"/> Y | 8225-0794 | 03/01/2016 | 03/01/2017 | Limit - \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

CERTIFICATE HOLDER**CANCELLATION**City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laarni Samaniego

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Addendum

Named Additional Insured and Additional Information

Contractor's Pollution Liability is included under Policy # 6439324 (General Liability / Pollution Legal Liability).

City of Los Angeles is included as additional insured as respects to General Liability as required by written contract or agreement.

**Environmental
Insurance Binder**

Product Name: COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY (EAGLE)
Policy Period: From: March 1, 2016 To: March 1, 2017
Policy Number: EG 6439324
New / Renewal: RENEWAL OF POLICY NUMBER: 6439324
Submission Number: 00995756110
Named Insured: ARAKELIAN ENTERPRISES, INC
Issuing Company: AIG SPECIALTY INSURANCE COMPANY
175 WATER STREET
NEW YORK, NY 10038
Producer: WILLIS INSURANCE SERVICES OF CALIFORNIA, INC.
801 S. FIGUEROA STREET
SUITE 800
LOS ANGELES, CA 90017

SECTION I - Coverages, Limits, and Deductibles:

Coverage - Form: Coverage A: Bodily Injury and Property Damage Liability (Occurrence Basis)
Coverage B: Personal & Advertising Injury Liability (Occurrence Basis)
Coverage C: Medical Payments
Coverage D: Pollution Legal Liability (Claims Made Basis)
Coverage E: Additional Pollution Legal Liability (Occurrence Basis)

LIMITS

| | |
|--|--------------|
| Each Occurrence Limit: | \$1,000,000 |
| General Aggregate Limit: | \$2,000,000 |
| Products/Completed Operations Aggregate Limit: | \$2,000,000 |
| Personal & Advertising Injury Limit: | \$1,000,000 |
| Pollution Legal Liability Each Loss Limit: | \$10,000,000 |
| Additional Pollution Legal Liability Limit: | \$10,000,000 |
| Damage To Premises Rented To You Limit: | \$300,000 |
| Medical Expense Limit: | \$25,000 |

DEDUCTIBLES

| | | |
|----------------|-----------|----------|
| Coverage A: | PURCHASED | \$0 |
| Coverage B: | PURCHASED | \$0 |
| Coverage C: | PURCHASED | \$0 |
| Coverage D -1: | PURCHASED | \$25,000 |
| Coverage D -2: | PURCHASED | \$25,000 |
| Coverage E -1: | PURCHASED | \$0 |
| Coverage E -2: | PURCHASED | \$0 |
| Coverage E -3: | PURCHASED | \$25,000 |
| Coverage E -4: | PURCHASED | \$25,000 |

PREMIUM:

Employee Benefits:
Limits: \$1,000,000 Each Wrongful Act or series of related Wrongful Acts
\$1,000,000 Each Annual Aggregate
Deductible: \$1,000

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

1. Corporate or Individual principal must be on Corporate Acknowledgement form.
2. Corporate Seal must be impressed hereon in case of corporation.

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Arakelian Enterprises, Inc., dba., Athens Services BAVN Company ID # 27416

Company Address: 14048 Valley Blvd.

City: City of Industry State: CA Zip: 91746

Contact Person: Greg Loughnane Phone: 626-336-3636 E-mail: GLoughnane@AthensServices.com

Approximate Number of Employees in the United States: 1,155

Approximate Number of Employees in the City of Los Angeles: 250

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

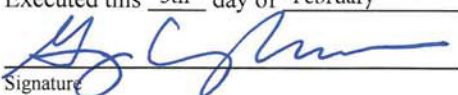
SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Arakelian Enterprises, Inc., dba., Athens Services _____ will comply with the Equal Benefits Ordinance requirements as

Company Name
indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

| | |
|---|----------------------------|
| Executed this <u>5th</u> day of <u>February</u> , in the year 20 <u>16</u> , at <u>City of Industry</u> , <u>CA</u> | |
|  | (City) (State) |
| Signature | 14048 Valley Blvd |
| Greg Loughnane | Mailing Address |
| Name of Signatory (please print) | City of Industry, CA 91746 |
| President | City, State, Zip Code |
| Title | 95-4313271 |
| | EIN/TIN |

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Arakelian Enterprises, Inc., dba., Athens Services will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 5th day of February, in the year 20 16, at City of Industry, CA.
(City) (State)

Signature

Greg Loughnane

Name of Signatory (Please Print)

President

Title

27416

BAVN ID No.

14048 Valley Blvd

Mailing Address

City of Industry, CA 91746

City, State, Zip Code

95-4313271

EIN/TIN

GLoughnane@AthensServices.com

E-Mail

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

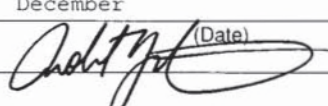
City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Robert Zaratsian, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | | | |
|---------------------|-------------------|--------------|-------|
| ATHENS SERVICES | 626-336-3636 | 95-4313271 | |
| Company Name | Phone | Federal ID # | |
| 14048 Valley Blvd., | City of Industry, | CA | 91746 |
| Street Address | City | State | Zip |
3. Has the Company submitted the SDO Affidavit previously? ☒ NO ☐ YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in 1958 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on December at City of Industry, CA
(Date) (City) (State)

Signature:  Title: Controller

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 501(c)(3) non-profit organization | | | | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | | Date _____ | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

| | | |
|--|---------------------|-------------------------|
| Bureau of Sanitation | Lisa Carlson | (213) 485 - 2260 |
| City Department/Division Awarding Contract | City Contact Person | Phone |

City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

| | | | |
|--|--|--|--|
| Arakelian Enterprises, Inc., dba, Athens Services | | | |
| Bidder/Proposer Business Name | | | |

| | | | |
|---------------------|-------------------|-------|-------|
| 14048 Valley Blvd., | City of Industry, | CA | 91746 |
| Street Address | City | State | Zip |

| | | |
|---------------------------|--------------|--------------|
| Greg Loughnane, President | 626-336-3636 | 626-330-0456 |
| Contact Person, Title | Phone | Fax |

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Greg Loughnane, President
Print Name, Title


Signature

October 22, 2014
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 10

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 7 / 15 / 1958 State of incorporation: CA

List the corporation's current officers.

President: Ron Arakelian, Jr (CEO)

Vice President: Greg Loughnane (President)

Secretary: Michael Arakelian

Treasurer: Kevin Hanifin (CFO)

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____ / ____ / ____ State of formation: ____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____ / ____ / ____ State of formation: ____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____ / ____ / ____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____ / ____ / ____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 56 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No (Please see clarification on Attachment #B)

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ **Yes** ☒ **No**

(b) Work performance on a contract?

☐ **Yes** ☒ **No**

(c) Employment-related litigation brought by an employee?

☒ **Yes** ☐ **No**

14. Does your firm have any outstanding judgements pending against it?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

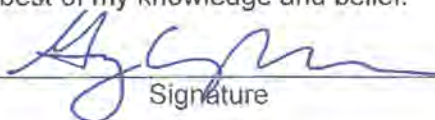
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Greg Loughnane, President

Print Name, Title


Signature

October 22, 2014

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1 of 2

E. Performance History: Page 4, Question 8

Bureau of Sanitation Solid Resources Citywide Recycling Division - West L.A. / North L.A.

Dan Myers, manager (213) 485-2260

Food Waste Recycling Contract

Contract Term: 4/1/07 - 4/1/10

Bureau of Sanitation Solid Resources Citywide Recycling Division - Harbor / South L.A. Area

Dan Myers, manager (213) 485-2260

Food Waste Recycling Contract

Contract Term: 4/1/07 - 4/1/10

Bureau of Street Services

Rick Ryan, manager (213) 473-3231

Recycle and/or Disposal of C&D Debris, white goods & Bulky items

Contract Term: 2007 - 2010

E. Performance History: Page 4, Question 9: Existing contracts in the last 5 years:

1) County of San Bernardino

Landfill Operating Contract

\$20,000,000 Annual Revenue

July 1, 2013 - July 1, 2023

2) City of Redondo Beach

Residential and Commercial Service

\$6,633,000 Annual Revenue

June 30, 2011 - June 30, 2019

3) L.A. County - Altadena/Kinneloa

Residential Service

\$2,718,000 Annual Revenue

August 31, 2011 - August 31, 2018

4) City of Hermosa Beach

Residential and Commercial Service

\$2,238,000 Annual Revenue

June 30, 2013 - June 30, 2023

5) L.A. County - Rowland Heights

Residential and Commercial Service

\$2,070,000 Annual Revenue

June 30, 2014 - June 30, 2021

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 2 of 2

E. Performance History: Page 4, Question 10

A 2012 decision by the California Superior Court in the matter of Torres v. City of Montebello, et al., Case No. BS 120272, rendered a contract between Athens and the City of Montebello void due to the City's failure to observe certain procedural requirements applicable to municipal contracts. The Court's voiding of that contract was not due to any misconduct on Athens's part, nor to any defect in Athens's services.

F. Disputes: Page 5, Question 13(c)

We are only disclosing these claims in the interest of caution, since both matters started in court litigation, but then proceeded and settled in arbitration.

Plaintiff: John Flores. Case filed: 6/24/2005. Cause of Action: Claims unpaid wages. Disposition or current status: Case settled and dismissed.

Plaintiff: Edison Franco. Case filed: 4/9/2007. Cause of Action: Claims unpaid overtime, unavailable meal periods and rest periods. Disposition or current status: On appeal.

G. Compliance: Page 5, Question 16

| Date of Citation | Entity | Citation # | Circumstances | Outcome |
|------------------|----------|------------|---|---|
| 4/30/2010 | Cal-OSHA | 313380719 | An employee decided to climb the garbage truck to clean the canopy, lost his footing and fell down. | Athens Services denies any wrongdoing. Paid fine of \$1,125 |
| 11/23/2010 | Cal-OSHA | 314858267 | A truck was moving, when an employee decided to run and jump on the moving truck. Slipped and fell off. | Athens Services denies any wrongdoing. Paid fine of \$400 |
| 8/14/2012 | Cal-OSHA | 314862848 | A mechanic suffered heat stroke while fixing a flat tire. Contested. | Contested the citation and paid \$6,500 |
| 11/1/2012 | Cal-OSHA | 316210103 | Caterpillar loader accident at the premises. Citation was contested. | Contested the citation and paid \$7,150 |
| 10/24/2013 | Cal-OSHA | 316214089 | Accident occurred as a result of independent employee's action. | Contested the citation and paid \$17,105 |

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-Wide Exclusive Franchise System for Municipal Solid Waste

Collection and Handling

RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: 06/12/2014

Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944

Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Arakelian Enterprises, Inc., dba., Athens Services

Company Address: 14048 Valley Blvd.

City: City of Industry State: CA Zip: 91746

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

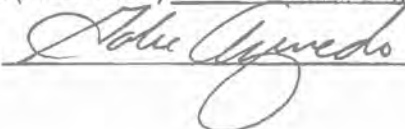
The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/29/2014.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and **Service** Contracts

☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature  For M.W. Date FEB 10 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

25-100-000288 11811 1


ARAKELIAN ENTERPRISES INC
AMERICAN WASTE INDUSTRIES
PO BOX 60009
CITY OF INDUSTRY CA 91716-0009

14048 VALLEY BOULEVARD
LA PUENTE, CA 91746-2801

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

| CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE | | | | |
|---|------------|------------------------|--------------------|--------|
| THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED | | | | |
| BUSINESS TAX | | | | |
| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | ISSUED: 11/29/2008 | STATUS |
| 0000721614-0001-8 | L048 | Miscellaneous Services | 01/01/2007 | Active |

ARAKELIAN ENTERPRISES INC
AMERICAN WASTE INDUSTRIES
14048 VALLEY BOULEVARD
LA PUENTE, CA 91746-2801
POST OFFICE BOX #60009
CITY OF INDUSTRY, CA 91716-0009



ISSUED BY:
Antoinette D. Christensen
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 5/01) IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Arakelian Enterprises, Inc., dba, Athens Services

I. Corporate or Main Office Address:

14048 Valley Blvd

City of Industry, CA 91746

II Total Number of Employees in Organization: 1,155

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

247 and 22 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Greg Loughnane, depose and say that I am

President of Athens Services
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 2/25/16 at City of Industry, California
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct


(Signature)

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

(1) Bureau of Sanitation Solid Resources Citywide Recycling Division - West L.A. / North L.A.

Dan Myers, manager (213) 485-2260

Food Waste Recycling Contract

Contract Term: 4/1/07 - 4/1/10

(2) Bureau of Sanitation Solid Resources Citywide Recycling Division - Harbor / South L.A. Area

Dan Myers, manager (213) 485-2260

Food Waste Recycling Contract

Contract Term: 4/1/07 - 4/1/10


(3) Bureau of Street Services

Rick Ryan, manager (213) 473-3231

Recycle and/or Disposal of C&D Debris, white goods & Bulky items

Contract Term: 2007 - 2010

Arakelian Enterprises, Inc., dba., Athens Services
Name of Organization


Signature

Greg Loughnane
Print Name

President
Title

October 21, 2014
Date

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.*

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

20534

Awarding Authority (Department):

Bureau of Sanitation

Name of Bidder:

Arakelian Enterprises, dba., Athens Services

Phone:

626-336-3636

Address:

14048 Valley Blvd., City of Industry, CA 91746

Email:

GLoughnane@AthensServices.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: October 29, 2014

Signature: 

Name: Greg Loughnane

Title: President

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____ last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
20534

Date Bid Submitted:
10/29/14

Description of Contract:
Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department):
Bureau of Sanitation

BIDDER

Name: Arakelian Enterprises, Inc., dba, Athens Services

Address: 14048 Valley Blvd., City of Industry, CA 91746

Email (optional): GLoughnane@AthensServices.com Phone: 626-336-3636

State Contractor ID: not applicable

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Ron Arakelian, Jr. Title: Chief Executive Officer

Address: 14048 Valley Blvd., City of Industry, CA 91746

Name: Michael Arakelian Title: Secretary

Address: 14048 Valley Blvd., City of Industry, CA 91746

Name: Ron Arakelian III Title: Executive Officer

Address: 14048 Valley Blvd., City of Industry, CA 91746

Name: Greg Loughnane Title: President

Address: 14048 Valley Blvd., City of Industry, CA 91746

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Waste Connections
Address: 29201 Henry Mayo Dr., Castaic, CA 91384
State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: Consensus Inc.
Address: 1933 South Broadway, Suite 1100, Los Angeles, CA 90007
State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: Anaergia
Address: 5780 Fleet Street, Suite 310, Carlsbad, CA 92008
State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: San Bernardino County, Department of Public Works
Address: 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415
State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Mike Dean Title: Vice President
Address: 29201 Henry Mayo Dr., Castaic, CA 91384
Subcontractor: Waste Connections

Name: Josh Gertler Title: President
Address: 1933 South Broadway, Suite 1100, Los Angeles, CA 90007
Subcontractor: Consensus Inc

Name: Arun Sharma Title: President
Address: 5780 Fleet Street, Suite 310, Carlsbad, CA 92008
Subcontractor: _____

Name: Gerry Newcombe Title: Director
Address: 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415
Subcontractor: San Bernardino County, Department of Public Works

Name: _____ Title: _____
Address: _____
Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: October 21, 2014

Signature: _____

Name: Greg Loughnane

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

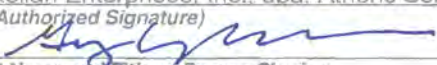
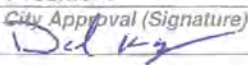
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

| | | |
|---|---|---|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| Arakelian Enterprises, Inc., dba. Athens Services | | 721614-80 |
| By (Authorized Signature) | | |
|  | | |
| Print Name and Title of Person Signing | | |
| Greg Loughnane, President | | |
| Date Executed | City Approval (Signature) | (Print Name) |
| 10/21/14 |  | Greg Loughnane Daniel Meyers |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |
| | | |

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CONSOLIDATED DISPOSAL SERVICE, LLC DBA REPUBLIC SERVICES
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENT AND
APPLICABLE MULTIFAMILY ESTABLISHMENT
IN THE
SOUTH LOS ANGELES AND NORTHEAST VALLEY ZONES

City of Los Angeles
Department of Public Works

LA Sanitation
Solid Resources Commercial Franchise Division

Intentionally left blank

PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and Consolidated Disposal Service, LLC, hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, Consolidated Disposal Service, LLC, was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
|--|---|
| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | Consolidated Disposal Service, LLC dba Republic Services |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The South Los Angeles and Northeast Valley zones, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
|--|---|
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
|--------------------------------|--|
| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s) consistent with L.A.M.C. Section 66.33.2, except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY'S CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> Lightweight durable plastic or metal At least four (4) wheels, if applicable Solid, durable bottom Lid with handle Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

CONTRACTOR may also submit mitigating information in writing to the CITY PROJECT MANAGER that includes the following:

- Proof of delivery of services, outreach, and education to all customers
- Multiple attempts to place BLUE BINS and GREEN BINS on customer sites
- Multiple attempts to educate on the proper use of BLUE BINS and GREEN BINS
- Waste characterization showing the progress of moving materials from BLACK BIN to BLUE BIN or GREEN BIN.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same

method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and the CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons

considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 NEW AND EXISTING FACILITY DEVELOPMENT

The development of new infrastructure under this AGREEMENT is necessary to meet the CITY's Zero Waste goals and comply with State regulations. The CONTRACTOR shall develop the facilities as detailed in Table 6-1. The CONTRACTOR shall ensure the newly developed facilities have the improvements and processing capacity within the dates specified in this Article. Facilities shall meet the requirements of the CITY's Facility Certification process. Facilities shall not be deemed complete (Final Improvement/Construction Completion Date) until they are certified by the CITY. The CONTRACTOR shall provide sufficient documentation, as determined by the CITY, demonstrating compliance with the completion dates. Failure to develop new processing facilities in accordance with this Article may result in termination by default of this AGREEMENT.

Table 6-1: Facilities

| Materials to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|--|
| Facility Name | AMERICAN WASTE TRANSFER STATION |
| Facility Address | 1449 W Rosecrans Ave, Gardena, CA 90249 |
| SWIS NO | 19-AA-0001 |
| Final Improvement/ Construction Completion Date | December 15, 2017 |
| Interim Completion Dates | |
| State Permitting | None |
| Local Permitting | July 31, 2017 (Building Permit) |
| CEQA Approval | January 31, 2017 (Categorical Exemption) |
| Daily Processing Capacity (tons) at Completion | 2,225 tons mixed municipal SOLID WASTE, green materials, agricultural, C&D, inert, metals, and manure (current permitted transfer/MRF capacity) |
| Improvement/ Construction to be Completed | Facility improvements include enclosing the building to comply with the City's certification requirements. Alteration will not expand capacity or change in use. |

| Materials to be Processed | SOLID WASTE |
|---|---|
| Facility Name | Agromin Chino |
| Facility Address | 8100 Chino-Corona Rd Chino, CA 91708 |
| SWIS NO | 36-AA-0476 / 36-AA-0495 |
| Final Improvement/ Construction Completion Date | December 15, 2016 |
| Interim Completion Dates | |
| State Permitting | None |
| Local Permitting | Complete |
| CEQA Approval | Complete |
| Daily Processing Capacity (tons) at Completion | 75 tons per day of food waste and green materials 200 tons per day of green materials and wood waste |
| Improvement/ Construction to be Completed | Aerated Static Pile Composting system and additional screens to be installed |

6.6 USE OF NEW AND EXPANDED FACILITY INFRASTRUCTURE GUARANTEED

The new and expanded CERTIFIED FACILITIES described in Section 6.5 shall guarantee capacity for the SOLID RESOURCES collected under this AGREEMENT. Capacity beyond what is needed to provide services to CUSTOMERS may be offered for use with other materials generated within the CITY, terms for this use may be defined during the term of this AGREEMENT.

6.7 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 10.5 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |
| | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|------------------------|---|---|
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the

approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by

the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Name, Title: Susanne Passantino, Market Area Manager, Municipal Sales
- Address: 9200 Glenoaks Blvd, Sun Valley, CA 91352
- TEL/FAX Number/Email address: (818) 683-1607/(866) 224-0985
/SPassantino@republicservices.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$9,000,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774

Facsimile: (213) 485-3671

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Market Vice President, (Dave Hauser)

Address: 9200 Gleanoaks Avenue, Sun Valley, CA 91352

Telephone: 818-683-1607

Facsimile: 866-224-0985

Email: dhauser@republicservices.com

With a copy to:

Scott Gordon, Esq.

Law Offices of Scott W. Gordon

A Professional Corporation

1990 North California Blvd., Suite 608

Walnut Creek, CA 94596

Telephone: 925-295-3133

Facsimile: 925-295-3132

Email: swgordon@tbsglaw.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____
Title: Commissioner, Board of Public Works
Date: _____

By: _____
Title: Commissioner, Board of Public Works
Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand
Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

**CONSOLIDATED DISPOSAL
SERVICE, LLC DBA Republic
Services**

By: [Signature]

Title: Vice President

Date: 9/14/16

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| DIVERSION SUMMARY: NORTHEAST VALLEY | | | | | | | | | |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Estimated Disposal without Diversion Programs** | 195,954 | 197,468 | 198,982 | 200,492 | 202,010 | 203,523 | 205,037 | 206,551 | 208,065 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 135,744 |
| Projected Disposal (tons) | 162,982 | 149,074 | 134,528 | 124,268 | 111,695 | 98,222 | 89,747 | 81,273 | 71,134 |
| Projected Diversion (tons) | 32,972 | 48,394 | 64,454 | 76,224 | 90,315 | 105,301 | 115,290 | 125,278 | 136,931 |
| Commingled Recycling Diversion (tons) | 18,725 | 23,476 | 28,088 | 31,209 | 34,317 | 35,335 | 36,353 | 37,371 | 38,389 |
| Organic Waste (tons) | 2,622 | 8,655 | 15,534 | 20,362 | 27,527 | 38,725 | 44,925 | 51,123 | 58,988 |
| Engineered Fuels | 9625 | 12263 | 14831 | 16653 | 18470 | 19241 | 20012 | 20783 | 21554 |
| Waste Reduction | 2000 | 4000 | 6000 | 8000 | 10000 | 12000 | 14000 | 16000 | 18000 |
| *These are projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone NEV - Program
Name:

Commingled Recycling - Blue
Bin/Advanced MRF

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 18,725 | 23,476 | 28,088 | 31,209 | 34,317 | 35,335 | 36,353 | 37,371 | 38,389 |
| Diverted Commingled Recyclables (tons) | 18,725 | 23,476 | 28,088 | 31,209 | 34,317 | 35,335 | 36,353 | 37,371 | 38,389 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.):

The commingled recycling program begins as soon as this zone is awarded. Trained Zero Waste Consultants will commence with an extensive outreach campaign to connect with every commercial entity to educate them on the upcoming changes and to set appointments to do onsite audits of their respective waste and recycling streams. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face to face audits. During the audit phase, Republic's Zero Waste experts will assess the materials onsite and through the use of hand-held programmed devices, determine an optimal solution. By emphasizing the need for additional recycling, each customer will be shown how to reduce waste and overall cost by driving onsite sustainable practices and waste diversion within their properties. Republic will illustrate how the customer's services will change emphasizing the need for more Blue containers for recyclables and Green containers for yard waste, leaving the smallest Black container as is reasonably necessary for MSW. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. A timeline for when the service transition will take place will be communicated along with how the changes will occur and what specifically the customer's role will be. In anticipation of the need to process more source separated commingled recyclables, Republic intends to utilize existing commercial recycling capacity at Sun Valley Paper Stock located in Sun Valley. Republic will provide ongoing education on recycling progress and incentives to drive customer participation and overall program success.

| |
|--|
| <p>Diversion theme, implementing strategy and/or methodology:</p> <p>The overall theme associated with Republic's commingled recycling program is "recycling makes a difference." Extraordinary efforts will be made by Republic Zero Waste Representatives to make a connection with each customer within this zone and help them understand the importance of promoting higher diversion. Saving valuable resources and finding better uses for materials they can separate or by helping Republic separate them at our advanced MRF's will be the cornerstone of our strategy. Establishing a relational connection early with each customer will be a key to our success, which is why Republic will complete an onsite audit as the first step. Customers need to know what is changing and why. Further, customers need to clearly understand their role and responsibilities, so Republic will establish and maintain an open channel of communication in a manner suited to the customer and with information tailored to the customers demographic. Ongoing program successes will be shared with the customer while focusing on our mutual goal of driving further diversion City wide.</p> |
| <p>Target Audience:</p> <p>The target audience is every commercial customer within this zone. Each and every customer will be offered Blue cart, bin, roll off, or compactor recycling containers suited to their respective needs as determined by an onsite audit performed by a Republic Zero Waste expert. Outreach materials will be tailored to customer segments (commercial multi-family, restaurants, institutions, industrial, etc.) to better inform them with relevant instructions and overall guidance. Those customers with special needs (studios, entertainment centers, hospitals, etc.) will require more time and coordination with the customer representatives to design a specific program that meets the program objectives while respecting the unique services each provides to their constituents.</p> |
| <p>Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):</p> <p>Currently, Republic provides sales & customer service services to nearly 35% of the businesses & institutions in the City of Los Angeles. The company provides extensive onboarding training for each new employee & further training in knowledge and skill advancement through educational programs offered in-house and through outside institutions. To meet the needs for this program, Republic will hire and train a team of Zero Waste experts who will make the initial relational connections with each customer. Each company representative will be trained to perform onsite audits for the various waste streams requiring service. In addition, these same representatives will fully understand the importance of promoting further commingled recycling, how to best service it with the proper containers and service instructions. Each representative will establish a communication link with the customer that will meet the customers demographic needs. Customers will receive ongoing information on sustainable practices and further instruction on how to increase recycling and landfill diversion. Customers will receive regular communications on their individual and collective progress toward the City's Zero Waste Goals. In addition, customer will have ongoing concerns with changes in their service needs and changes for growth or move in's and move out's. These highly trained and skilled Republic representatives will be fully equipped to meet every customer need.</p> |

Zone NEV - Program
Name:

Organics Recycling - Food, Yard, &
Other

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 2,622 | 8,655 | 15,534 | 20,362 | 27,527 | 38,725 | 44,925 | 51,123 | 58,988 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 2,622 | 8,655 | 15,534 | 20,362 | 27,527 | 38,725 | 44,925 | 51,123 | 58,988 |
| Food Waste (tons) | 1,748 | 5,727 | 9,635 | 12,935 | 18,574 | 28,244 | 32,917 | 37,588 | 43,926 |
| Yard Waste (tons) | 874 | 2,928 | 5,900 | 7,427 | 8,954 | 10,481 | 12,008 | 13,535 | 15,062 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.):

The Republic organics recycling program also begins as soon as this zone is awarded. As part of our extensive outreach campaign, which includes an onsite audit, our trained Zero Waste Consultants will connect with every commercial entity to identify all sources of organic food waste, yard waste, and other materials that can be recycled for beneficial use elsewhere. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face to face audits. During the audit phase, Republic's Zero Waste experts will assess the materials onsite and through the use of hand-held programmed devices, determine an optimal solution. By emphasizing the recent change in law under the passage of AB 1826, along with the City's Zero Waste objectives, Republic will educate the customers on the need for additional organics recycling. Each customer will be shown how to identify sources of food waste by providing literature, containers, and onsite training as needed to facilitate the source separation of the organic components of the waste stream. Republic will illustrate how the customer's services will change to accommodate organics separation. Emphasis will be placed on promoting food reuse for human and animal consumption first, before advanced treatment at area compost and digestion facilities. Republic representatives will focus on the proper training of employees, including, food service and food service handlers, grounds keepers, and janitorial staff. Republic will provide for the proper mix of organics containers, including food waste carts and bins, and yard waste bins. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. A timeline for when the service transition will take place will be communicated along with how the changes will occur and what specifically the customer's role will be. In anticipation of the need to process source separated organics, Republic will establish several pre-treatment facilities at existing disposal sites to process organic materials prior to shipping the waste to a Republic co-owned compost facility located in Chino. Our American Transfer Station will support organics transfer and pre-processing activity for SLA. Republic will also utilize, as required, organics capacity being developed by Recology in Sun Valley for NEV. It is fully anticipated that the improvements being made by Recology will be available prior to full implementation of organics programs. Beginning in 2019, Republic will offer advanced organics processing through the use of anaerobic digestion technology in Anaheim or at other waste water treatment plants in the City. Republic will provide ongoing education on recycling progress and incentives to drive customer participation and overall program success.

Diversion theme, implementing strategy and/or methodology:

The overall diversion theme for Republic's organics recycling program is built upon the fact that organic waste can be beneficially reused. Organics constitute a significant portion of the waste stream, as much as 30%. Republic will use its extensive outreach and education program to establish a relational connection with each customer aimed at identifying the organic components for each customer. Republic will guide them with information on various options for managing food waste in a responsible manner, respecting our goal to feed humans and animals first, before treating it as a waste. Further, Republic will provide all necessary containers, training and advanced service offerings for a successful program. Beginning in 2019, Republic may implement a more advanced organics processing method aimed at driving food waste diversion substantially higher. Republic representatives will work closely with customers to transition any necessary changes to the collection process.

Target Audience:

The target audience is every commercial customer that generates organic waste, including food, yard, wood and other organic waste materials. However, a special focus will be placed on larger generators, since with the passage of AB1826, all generators of 4 cubic yards or more of organic waste per week, must have a recycling program beginning on January 1, 2017, when this contract is anticipated to begin. Each and every customer organic waste generator will be offered green cart, bin, roll off or compactor recycling containers suited to their respective needs as determined by an onsite audit performed by a Republic Zero Waste expert. Outreach materials will be tailored to customer segments (wet commercial generators, restaurants, hotels, entertainment centers, food manufacturers, etc.) to better inform them with relevant instructions and overall guidance.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

To meet the needs for this program, Republic will hire and train a team of Zero Waste experts who will make the initial relational connections with each customer. Each company representative will be trained to perform onsite audits and identify components of organic waste for further consumption or beneficial reuse. In addition, these same representatives will fully understand the importance of promoting organics recycling, how to best service it with the proper containers and service instructions. Each representative will establish a communication link with the customer that will meet the customers demographic needs. Customers will receive ongoing information on sustainable practices and further instruction on how to increase organics and other material recycling and landfill diversion. Customers will receive regular communications on their individual and collective progress toward the City's Zero Waste Goals. In addition, customer will have ongoing concerns with changes in their service needs and changes for growth or move in's and move out's. These highly trained and skilled Republic representatives will be fully equipped to meet every customer need.

Zone NEV - Program
Name:

Engineered Fuels

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 9,625 | 12,263 | 14,831 | 16,653 | 18,470 | 19,241 | 20,012 | 20,783 | 21,554 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Engineered Fuels | 9,625 | 12,263 | 14,831 | 16,653 | 18,470 | 19,241 | 20,012 | 20,783 | 21,554 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Actual Participating Accounts (% of targeted accounts) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.):

In order to provide further diversion from traditional landfilling, Republic has identified renewable outlets for processed residual waste called "engineered fuels." As commingled recyclables and organic waste is processed, unusable waste components are left over, which are called residual waste. Residual waste has value as a fuel product for generating renewable power. With further refinement, these residuals can be converted to an engineered fuel for combustion. Republic plans to utilize the SERRF Plant located in nearby Long Beach, manages 2,100 tons per day of mixed MSW generating much needed renewable power. Republic intends to capture residual waste after this material has been completely sorted to remove valuable commingled recyclables and/or organic waste components at Republic pre-treatment facilities. Since the diversion for this program is completely generated from advanced treatment methods applied by Republic at Republic facilities, there won't be any need for an outreach program to customers.

| |
|---|
| Diversion theme, implementing strategy and/or methodology: |
| <p>Creating renewable power from waste residual is the overall diversion theme for generating engineered fuels. Normally, this material would be landfilled. Republic with its strategic partners has developed affordable alternatives that can reduce waste going into landfills while helping to reduce our demand for natural resources. Since engineered fuel is generated from residual coming off of commingled recycling and organics processing lines, Republic must first develop these solutions before moving fuel to renewable facilities. Therefore, the engineered fuel program will follow the implementation of these programs. A primary source for residual will be the Republic Anaheim and Huntington Beach locations. At these facilities, Republic will process up to 1,000 tons per day of commingled recyclables. The residual waste coming off the back of the MRFs must be further processed with final "polishing" equipment to remove chlorine compounds, ash and moisture to ensure the proper BTU/lb is achieved. Additional residual waste will be generated from Republic's advanced organics processing facilities and also "polished" before going to a power plant as engineered fuel. Engineered fuel sent to the power plants will further increase much needed landfill diversion for the City of Los Angeles.</p> |
| Target Audience: |
| <p>Since the diversion for this program is completely generated from advanced treatment methods applied by Republic at Republic facilities, there won't be any need for an outreach program to customers. Therefore, there is no public targeted audience.</p> |
| Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures): |
| <p>Republic's environmental staff will work with city and state regulatory agencies to secure all permits and approvals to process residual for power generation. Once the "polishing" equipment is installed and engineered fuels are sent for power generation, Republic will notify the City of its intent to manage the residual in this manner. If approved, Republic will track all tonnage diverted and report the same to the City as part of the company's diversion efforts per the requirements of the RFP.</p> |

Zone NEV - Program Name:

Waste Reduction Strategies

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 2,000 | 4,000 | 6,000 | 8,000 | 10,000 | 12,000 | 14,000 | 16,000 | 18,000 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Waste Reduction | 2,000 | 4,000 | 6,000 | 8,000 | 10,000 | 12,000 | 14,000 | 16,000 | 18,000 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement, etc.):

A key component of Republic's overall diversion strategy includes initial and ongoing waste reduction achievements on behalf of the many customers within this zone. Preventing or reducing waste generation can improve diversion by as much as 15%. Republic's trained Zero Waste Advisors will initiate discussions with customers to find ways to reduce or eliminate waste generation. Zero Waste Advisors will commence with an extensive outreach campaign to connect with every commercial entity to educate them on the importance and benefits of waste reduction. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face-to-face audits. During the audit phase, Republic's Zero Waste experts will assess the material's onsite and through the use of hand-held programmed devices, determine an optimal solution, which includes waste reduction measures. By emphasizing the need for waste reduction, each customer will be shown how to reduce waste and overall cost by driving onsite sustainable practices and waste diversion within their properties. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. Further, Republic will connect customers with various environmental entities providing additional resources to promote waste reduction, including strategic partners like LA Shares and others listed in this RFP response. A timeline for when reduction and/or expanded recycling services can be made will be communicated along with how the changes will occur and what specifically the customer's role will be. Republic will provide ongoing education on how to further reduce waste through expanded programs and incentives to drive customer participation and overall program success.

Diversion theme, implementing strategy and/or methodology:

The diversion theme for Republic's waste reduction program builds upon the cumulative benefits found in simply generating less waste. The effort, ability, and method to touch, educate, and communicate with the customer on ways to reduce waste must be generated early on in the program and consistently reinforced and maintained throughout the contract. Republic knows the initial outreach communication and ongoing marketing program will be important drivers in achieving the initial and sustainable waste reduction measures. As part of the initial and ongoing communications program, Republic will establish relational connections to each customer and will host many community workshops to educate commercial and multi-family accounts regarding recycling programs and service options, and the City's zero waste goals. As part of its communications plan, Republic will reach out to business organizations and associations to continue to promote, advocate, and educate these customers on waste diversion programs, including waste reduction measures throughout the contract term.

Target Audience:

The target audience is every commercial customer within this zone. Each and every customer will be offered an opportunity to reduce their waste generation and to partner with environmental entities and strategic partners to Republic to learn how such programs can be expanded. Outreach materials will be tailored to customer segments (commercial multi-family, restaurants, institutions, industrial, etc.) to better inform them regarding reduction options. Special attention will be devoted to industrial/manufacturing customers to reduce the waste generated from this sector.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Republic's Zero Waste Consultants will take a case management approach to zero waste monitoring and will promote every waste reduction measure deemed reasonable for each customer. Lead advisors will conduct weekly meetings with all zero waste staff to discuss progress, opportunities, and action steps account by account. This collaboration will ensure that business type expertise is shared, waste stream trends are identified and, cultural distinctions are recorded and, unique service requirements are noted and addressed, and that progress is systematically monitored and reported so that continuous diversion progress through waste reduction is achieved. Prior to completing onsite audits, waste advisors will be sure to establish methods for capturing all waste reduction activity so that the City can credit these improvements toward the overall diversion tonnage measurements.

| Diversion Summary: | | SOUTH LOS ANGELES | | | | | | | |
|--|----------------|--------------------------|----------------|----------------|---------------|---------------|----------------|----------------|----------------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 173,243 | 174,582 | 175,920 | 177,258 | 178,597 | 179,935 | 181,273 | 182,612 | 183,950 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 120,011 |
| Projected Disposal (tons) | 144,092 | 131,797 | 118,936 | 109,868 | 98,750 | 86,838 | 79,345 | 71,854 | 62,889 |
| Projected Diversion (tons) | 29,151 | 42,785 | 56,984 | 67,390 | 79,847 | 93,097 | 101,928 | 110,758 | 121,061 |
| Commingled Recycling Diversion (tons) | 16,555 | 20,755 | 24,833 | 27,592 | 30,340 | 31,240 | 32,140 | 33,040 | 33,940 |
| Food Waste (tons) | 1,545 | 5,063 | 8,518 | 11,436 | 16,421 | 24,971 | 29,102 | 33,232 | 38,835 |
| Yard Waste (tons) | 773 | 2,589 | 5,216 | 6,566 | 7,916 | 9,266 | 10,616 | 11,966 | 13,316 |
| Other Diversion (tons) | 10,278 | 14,378 | 18,417 | 21,796 | 25,170 | 27,620 | 30,070 | 32,520 | 34,970 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone SLA - Program Name:

**Commingled Recycling - Blue
Bin/Advanced MRF**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 16,555 | 20,755 | 24,833 | 27,592 | 30,340 | 31,240 | 32,140 | 33,040 | 33,940 |
| Diverted Commingled Recyclables (tons) | 16,555 | 20,755 | 24,833 | 27,592 | 30,340 | 31,240 | 32,140 | 33,040 | 33,940 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engage

The Republic commingled recycling program begins as soon as this zone is awarded. Trained Zero Waste Consultants will commence with an extensive outreach campaign to connect with every commercial entity to educate them on the upcoming changes and to set appointments to do onsite audits of their respective waste and recycling streams. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face to face audits. During the audit phase, Republic's Zero Waste experts will assess the materials onsite and through the use of hand-held programmed devices, determine an optimal solution. By emphasizing the need for additional recycling, each customer will be shown how to reduce waste and overall cost by driving onsite sustainable practices and waste diversion within their properties. Republic will illustrate how the customer's services will change emphasizing the need for more Blue containers for recyclables and Green containers for yard waste, leaving the smallest Black container as is reasonably necessary for MSW. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. A timeline for when the service transition will take place will be communicated along with how the changes will occur and what specifically the customer's role will be. In anticipation of the need to process more source separated commingled recyclables, Republic will invest in additional recycling capability and capacity in the market, at both CVT in Anaheim and Rainbow in Huntington Beach. Republic will provide ongoing education on recycling progress and incentives to drive customer participation and overall program success.

Diversion theme, implementing strategy and/or methodology:

The overall theme associated with Republic's commingled recycling program is "recycling makes a difference." Extraordinary efforts will be made by Republic Zero Waste Representatives to make a connection with each customer within this zone and help them understand the importance of promoting higher diversion. Saving valuable resources and finding better uses for materials they can separate or by helping Republic separate them at our advanced MRF's will be the cornerstone of our strategy. Establishing a relational connection early with each customer will be a key to our success, which is why Republic will complete an onsite audit as the first step. Customers need to know what is changing and why. Further, customers need to clearly understand their role and responsibilities, so Republic will establish and maintain an open channel of communication in a manner suited to the customer and with information tailored to the customers demographic. Ongoing program successes will be shared with the customer while focusing on our mutual goal of driving further diversion City wide.

Target Audience:

The target audience is every commercial customer within this zone. Each and every customer will be offered Blue cart, bin, roll off, or compactor recycling containers suited to their respective needs as determined by an onsite audit performed by a Republic Zero Waste expert. Outreach materials will be tailored to customer segments (commercial multi-family, restaurants, institutions, industrial, etc.) to better inform them with relevant instructions and overall guidance. Those customers with special needs (studios, entertainment centers, hospitals, etc.) will require more time and coordination with the customer representatives to design a specific program that meets the program objectives while respecting the unique services each provides to their constituents.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Currently, Republic provides sales and customer service services to nearly 35% of the businesses and institutions in the City of Los Angeles. The company provides extensive onboarding training for each new employee and further training in knowledge and skill advancement through educational programs offered in-house and through outside institutions. To meet the needs for this program, Republic will hire and train a team of Zero Waste experts who will make the initial relational connections with each customer. Each company representative will be trained to perform onsite audits for the various waste streams requiring service. In addition, these same representatives will fully understand the importance of promoting further commingled recycling, how to best service it with the proper containers and service instructions. Each representative will establish a communication link with the customer that will meet the customers demographic needs. Customers will receive ongoing information on sustainable practices and further instruction on how to increase recycling and landfill diversion. Customers will receive regular communications on their individual and collective progress toward the City's Zero Waste Goals. In addition, customer will have ongoing concerns with changes in their service needs and changes for growth or move in's and move out's. These highly trained and skilled Republic representatives will be fully equipped to meet every customer need.

Zone SLA - Program Name: Organics Recycling - Food, Yard, & Other

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 2,318 | 7,652 | 13,734 | 18,002 | 24,337 | 34,237 | 39,718 | 45,198 | 52,151 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 2,318 | 7,652 | 13,734 | 18,002 | 24,337 | 34,237 | 39,718 | 45,198 | 52,151 |
| Food Waste (tons) | 1,545 | 5,063 | 8,518 | 11,436 | 16,421 | 24,971 | 29,102 | 33,232 | 38,835 |
| Yard Waste (tons) | 773 | 2,589 | 5,216 | 6,566 | 7,916 | 9,266 | 10,616 | 11,966 | 13,316 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

The Republic organics recycling program also begins as soon as this zone is awarded. As part of our extensive outreach campaign, which includes an onsite audit, our trained Zero Waste Consultants will connect with every commercial entity to identify all sources of organic food waste, yard waste, and other materials that can be recycled for beneficial use elsewhere. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face to face audits. During the audit phase, Republic's Zero Waste experts will assess the materials onsite and through the use of hand-held programmed devices, determine an optimal solution. By emphasizing the recent change in law under the passage of AB 1826, along with the City's Zero Waste objectives, Republic will educate the customers on the need for additional organics recycling. Each customer will be shown how to identify sources of food waste by providing literature, containers, including kitchen pails, and onsite training as needed to facilitate the source separation of the organic components of the waste stream. Republic will illustrate how the customer's services will change to accommodate organics separation. Emphasis will be placed on promoting food reuse for human and animal consumption first, before advanced treatment at area compost and digestion facilities. Republic representatives will focus on the proper training of employees, including, food service and food service handlers, grounds keepers, and janitorial staff. Republic will provide for the proper mix of organics containers, including kitchen pails, food waste carts and bins, and yard waste bins. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. A timeline for when the service transition will take place will be communicated along with how the changes will occur and what specifically the customer's role will be. In anticipation of the need to process source separated organics, Republic will establish several pre-treatment facilities at existing disposal sites to process organic materials prior to shipping the waste to a Republic co-owned compost facility located in Chino. Our American Transfer Station will support organics transfer and pre-processing activity for SLA. Beginning in 2019, Republic will offer advanced organics processing through the use of anaerobic digestion technology in Anaheim or at other waste water treatment plants in the City. Republic will provide ongoing education on recycling progress and incentives to drive customer participation and overall program success.

Diversion theme, implementing strategy and/or methodology:

The overall diversion theme for Republic's organics recycling program is built upon the fact that organic waste can be beneficially reused. Organics constitute a significant portion of the waste stream, as much as 30%. Republic will use its extensive outreach and education program to establish a relational connection with each customer aimed at identifying the organic components for each customer. Republic will guide them with information on various options for managing food waste in a responsible manner, respecting our goal to feed humans and animals first, before treating it as a waste. Further, Republic will provide all necessary containers, training and advanced service offerings for a successful program. Beginning in 2019, Republic may implement a more advanced organics processing method aimed at driving food waste diversion substantially higher. Republic representatives will work closely with customers to transition any necessary changes to the collection process.

Target Audience:

The target audience is every commercial customer that generates organic waste, including food, yard, wood and other organic waste materials. However, a special focus will be placed on larger generators, since with the passage of AB1826, all generators of 4 cubic yards or more of organic waste per week, must have a recycling program beginning on January 1, 2017, when this contract is anticipated to begin. Each and every customer organic waste generator will be offered green cart, bin, roll off or compactor recycling containers suited to their respective needs as determined by an onsite audit performed by a Republic Zero Waste expert. Outreach materials will be tailored to customer segments (wet commercial generators, restaurants, hotels, entertainment centers, food manufacturers, etc.) to better inform them with relevant instructions and overall guidance.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

To meet the needs for this program, Republic will hire and train a team of Zero Waste experts who will make the initial relational connections with each customer. Each company representative will be trained to perform onsite audits and identify components of organic waste for further consumption or beneficial reuse. In addition, these same representatives will fully understand the importance of promoting organics recycling, how to best service it with the proper containers and service instructions. Each representative will establish a communication link with the customer that will meet the customers demographic needs. Customers will receive ongoing information on sustainable practices and further instruction on how to increase organics and other material recycling and landfill diversion. Customers will receive regular communications on their individual and collective progress toward the City's Zero Waste Goals. In addition, customer will have ongoing concerns with changes in their service needs and changes for growth or move in's and move out's. These highly trained and skilled Republic representatives will be fully equipped to meet every customer need.

Zone SLA - Program Name:

Waste Reduction Strategies

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 2,000 | 4,000 | 6,000 | 8,000 | 10,000 | 12,000 | 14,000 | 16,000 | 18,000 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Waste Reduction | 2,000 | 4,000 | 6,000 | 8,000 | 10,000 | 12,000 | 14,000 | 16,000 | 18,000 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

A key component of Republic's overall diversion strategy includes initial and ongoing waste reduction achievements on behalf of the many customers within this zone. Preventing or reducing waste generation can improve diversion by as much as 15%. Republic's trained Zero Waste Advisors will initiate discussions with customers to find ways to reduce or eliminate waste generation even before the contract begins. Zero Waste Advisors will commence with an extensive outreach campaign to connect with every commercial entity to educate them on the importance and benefits of waste reduction. Republic's outreach campaign is more fully described in the RFP text, but includes use of direct mail, social media contacts, community engagement through local civic and social clubs and organizations, and face to face audits. During the audit phase, Republic's Zero Waste experts will assess the materials onsite and through the use of hand-held programmed devices, determine an optimal solution, which includes waste reduction measures. By emphasizing the need for waste reduction, each customer will be shown how to reduce waste and overall cost by driving onsite sustainable practices and waste diversion within their properties. Through the audit process, a customer profile will be developed such that future communications will be tailored to the customer's needs. Further, Republic will connect customers with various environmental entities providing additional resources to promote waste reduction, including strategic partners like L.A. Shares and others listed in this RFP response. A timeline for when reduction and/or expanded recycling services can be made will be communicated along with how the changes will occur and what specifically the customer's role will be. Republic will provide ongoing education on how to further reduce waste through expanded programs and incentives to drive customer participation and overall program success.

Diversion theme, implementing strategy and/or methodology:

The diversion theme for Republic's waste reduction program builds upon the cumulative benefits found in simply generating less waste. The effort, ability, and method to touch, educate, and communicate with the customer on ways to reduce waste must be generated early on in the program and consistently reinforced and maintained throughout the contract. Republic knows the initial outreach communication and ongoing marketing program will be important drivers in achieving the initial and sustainable waste reduction measures. As part of the initial and ongoing communications program, Republic will establish relational connections to each customer and will host many community workshops to educate commercial and multi-family accounts regarding recycling programs and service options, and the City's zero waste goals. As part of its communications plan, Republic will reach out to business organizations and associations to continue to promote, advocate, and educate these customers on waste diversion programs, including waste reduction measures throughout the contract term.

Target Audience:

The target audience is every commercial customer within this zone. Each and every customer will be offered an opportunity to reduce their waste generation and to partner with environmental entities and strategic partners to Republic to learn how such programs can be expanded. Outreach materials will be tailored to customer segments (commercial multi-family, restaurants, institutions, industrial, etc.) to better inform them regarding reduction options. Special attention will be devoted to industrial manufacturing customers to reduce the waste generated from this sector.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Republic's Zero Waste Consultants will take a case management approach to zero waste monitoring and will promote every waste reduction measure deemed reasonable for each customer. Lead advisors will conduct weekly meetings with all zero waste staff to discuss progress, opportunities, and action steps account by account. This collaboration will ensure that business type expertise is shared, waste stream trends are identified and, cultural distinctions are recorded and, unique service requirements are noted and addressed, and that progress is systematically monitored and reported so that continuous diversion progress through waste reduction is achieved. Prior to completing onsite audits, waste advisors will be sure to establish methods for capturing all waste reduction activity so that the City can credit these improvements toward the overall diversion tonnage measurements.

Zone SLA - Program Name:

Engineered Fuels

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 8,278 | 10,378 | 12,417 | 13,796 | 15,170 | 15,620 | 16,070 | 16,520 | 16,970 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Engineered Fuels | 8,278 | 10,378 | 12,417 | 13,796 | 15,170 | 15,620 | 16,070 | 16,520 | 16,970 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

In order to provide further diversion from traditional landfilling, Republic has identified renewable outlets for processed residual waste called "engineered fuels." As commingled recyclables and organic waste is processed, unusable waste components are left over, which are called residual waste. Residual waste has value as a fuel product for generating renewable power. With further refinement, these residuals can be converted to an engineered fuel for combustion at one of two area subcontractor facilities. Today, one of those facilities, the SERRF Plant located in nearby Long Beach, manages 2,100 tons per day of mixed MSW generating much needed renewable power. The second facility located in Victorville, California is owned and operated by Cemex, a producer of cement and asphalt. Cemex will replace the burning of natural gas with engineered fuels thus saving valuable natural resources. Combined, these two facilities are offering 500 tons per day of processing capacity for residual from Republic processing facilities. Republic intends to capture residual waste after this material has been completely sorted to remove valuable commingled recyclables and/or organic waste components at Republic pre-treatment facilities. Since the diversion for this program is completely generated from advanced treatment methods applied by Republic at Republic facilities, there won't be any need for an outreach program to customers.

Diversion theme, implementing strategy and/or methodology:

Creating renewable power from waste residual is the overall diversion theme for generating engineered fuels. Normally, this material would be landfilled. Republic with its strategic partners has developed affordable alternatives that can reduce waste going into landfills while helping to reduce our demand for natural resources. Since engineered fuel is generated from residual coming off of commingled recycling and organics processing lines, Republic must first develop these solutions before moving fuel to renewable facilities. Therefore, the engineered fuel program will follow the implementation of these programs. A primary source for residual will be the Republic Anaheim and Huntington Beach locations. At these facilities, Republic will process up to 1,000 tons per day of commingled recyclables. The residual waste coming off the back of the MRFs must be further processed with final "polishing" equipment to remove chlorine compounds, ash and moisture to ensure the proper BTU/lb is achieved. Additional residual waste will be generated from Republic's advanced organics processing facilities and also "polished" before going to a power plant as engineered fuel. Engineered fuel sent to the power plants will further increase much needed landfill diversion for the City of Los Angeles.

Target Audience:

Since the diversion for this program is completely generated from advanced treatment methods applied by Republic at Republic facilities, there won't be any need for an outreach program to customers. Therefore, there is no public targeted audience.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

Republic's environmental staff will work with city and state regulatory agencies to secure all permits and approvals to process residual for power generation. Once the "polishing" equipment is installed and engineered fuels are sent for power generation, Republic will notify the City of its intent to manage the residual in this manner. If approved, Republic will track all tonnage diverted and report the same to the City as part of the company's diversion efforts per the requirements of the RFP.

Appendix B: Facility Utilization Plan

| ZONE: NORTHEAST VALLEY | | | | |
|--|--|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sunshine Canyon Landfill | 14747 San Fernando Rd Sylmar, CA 91342 | 19-AA-2000 | Primary | Day 1 |
| Chiquita Canyon Landfill | 29201 Henry Mayo Dr Castaic, CA 91384 | 19-AA-0052 | Secondary | Day 1 |
| SOLID WASTE – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Secondary | Day 1 |
| Recology Los Angeles | 9147 De Garmo Ave Sun Valley, CA 91352 | 19-AR-0303 | Primary | Day 1 |
| Rainbow Environmental Services | 17121 Nichols St Huntington Beach, CA 92647 | 30-AB-0099 | Secondary | Day 1 |
| Southeast Resource Recovery Facility (SERRF) | 120 Pier S Ave Long Beach, CA 90802 | 19-AK-0083 | Primary | Day 1 |
| COMMINGLED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sun Valley Paperstock | 8701 N San Fernando Rd Sun Valley, CA 91352 | 19-AR-1227 | Primary | Day 1 |
| Recology Los Angeles | 9147 De Garmo Ave Sun Valley, CA 91352 | 19-AR-0303 | Secondary | Day 1 |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Recology Los Angeles | 9147 De Garmo Ave Sun Valley, CA 91352 | 19-AR-0303 | Primary | Day 1 |
| Agromin Chino | 8100 Chino-Corona Rd Chino, CA 91708 | 36-AA-0476 | Secondary | Day 1 |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Secondary | 2018 |
| ORGANICS – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Recology Los Angeles | 9147 De Garmo Ave Sun Valley, CA 91352 | 19-AR-0303 | Primary | Day 1 |

| ZONE: NORTHEAST VALLEY | | | | |
|--|---|------------|-----------|-------|
| Agromin Chino | 8100 Chino-Corona Rd Chino, CA 91708 | 36-AA-0476 | Secondary | Day 1 |
| Anaheim Sustainability Center/Anaergia | 1300 N Lakeview Avenue Anaheim, CA 92806 | None | Secondary | 2018 |

| ZONE: SOUTH LOS ANGELES | | | | |
|--|--|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sunshine Canyon Landfill | 14747 San Fernando Rd Sylmar, CA 91342 | 19-AA-2000 | Primary | Day 1 |
| Chiquita Canyon Landfill | 29201 Henry Mayo Dr Castaic, CA 91384 | 19-AA-0052 | Secondary | Day 1 |
| American Waste Transfer | 1449 W Rosecrans Ave Gardena CA 90249 | 19-AA-0001 | Primary | Day 1 |
| SOLID WASTE – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Primary | Day 1 |
| Rainbow Environmental Services | 17121 Nichols St Huntington Beach, CA 92647 | 30-AB-0099 | Secondary | Day 1 |
| Southeast Resource Recovery Facility (SERRF) | 120 Pier S Ave Long Beach, CA 90802 | 19-AK-0083 | Primary | Day 1 |
| COMMINGLED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Primary | Day 1 |
| Rainbow Environmental Services | 17121 Nichols St Huntington Beach, CA 92647 | 30-AB-0099 | Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| American Waste Transfer | 1449 W Rosecrans Ave Gardena CA 90249 | 19-AA-0001 | Primary | Day 1 |
| CVT Regional MRF | 1131 N Blue Gum St Anaheim, CA 92806 | 30-AB-0335 | Secondary | 2018 |
| Recology Los Angeles | 9147 De Garmo Ave Sun Valley, CA 91352 | 19-AR-0303 | Secondary | Day 1 |
| ORGANICS – Processing | | | | |

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---|---|------------|----------------------|---------------------|
| Agromin Chino | 8100 Chino-Corona Rd Chino, CA 91708 | 36-AA-0476 | Primary | Day 1 |
| Anaheim Sustainability Center/Anaergia | 1300 N Lakeview Ave Anaheim, CA 92806 | None | Secondary | 2018 |
| Recology Los Angeles | 9147 De Garmó Ave Sun Valley, CA 91352 | 19-AR-0303 | Secondary | Day 1 |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|-----------------|----------------|--|----------|----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service

(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$ 5.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**


SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|--|
| Project Title City-wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
|--|

| | |
|--|--|
| Proposer Consolidated Disposal Service, LLC DBA Republic Services | Address 9200 Glenoaks Blvd., Sun Valley CA 91352 |
| Contact Person Susanne Passantino | Phone/Fax 818-974-5136 866-224-0925 |
| | |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Agromin 17121 Nichols LN Huntington Beach, CA 92647 (805) 485-9200 | Organics processing | OBE | | \$13,000,000 |
| Container Management Group, LLC 840 W Grove Avenue Orange, CA 92865 949-289-0305 | Container management and delivery 562998 All other waste management services | SBE | | \$3,900,000 |
| Camland, Inc. 581 Lakeview Canyon Rd Westlake Village, CA 91362 (805) 432-5244 | Transporation/trucking of organics bewtween Republic's transfer network and facilities 484110: General Freight Trucking, Local | WBE | | \$0 |
| Ecology Auto Parts 14150 E Vine Pl Cerritos, CA 90703 (562) 404-8683 | Transporation/trucking of organics bewtween Republic's transfer network and facilities 484110: General Freight Trucking, Local | OBE | | \$7,500,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | |
|--|---------------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$1,350,000 | 0.1% | Signature of Person Completing this Form  |
| TOTAL WBE AMOUNT | \$3,495,000 | 0.4% | |
| TOTAL SBE AMOUNT | \$21,542,650 | 2.4% | |
| TOTAL EBE AMOUNT | \$0 | 0.0% | Printed Name of Person Completing this Form Susanne Passantino |
| TOTAL DVBE AMOUNT | \$4,700,000 | 0.5% | |
| TOTAL OBE AMOUNT | \$97,608,336 | 10.8% | Title Date Market Area Manager, Municipal Sales 8/26/16 |
| BASE BID AMOUNT | \$900,274,218 | | |


SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY. SIGN ALL SHEETS)

| |
|--|
| Project Title City-wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
|--|

| | |
|--|--|
| Proposer Consolidated Disposal Service, LLC DBA Republic Services | Address 9200 Glenoaks Blvd., Sun Valley CA 91352 |
| Contact Person Susanne Passantino | Phone/Fax 818-974-5136 866-224-0925 |
| | |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|---|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Titan Disposal 3580 Wilshire Blvd, 9th Floor, Los Angeles, CA 90010 (800) 640-9368 | Transportation/trucking of MSW and or recyclables between Republic's transfer network and facilities 484110: General Freight Trucking, Local | MBE | | \$1,350,000 |
| Fleetmind Solutions, Inc. 1751 Richardson, Ste 7200 Montreal, Quebec H3K 1G6 (619) 726-2140 | In vehicle service verification/computer technology 541512: Computer Systems Design Services | OBE | | \$1,557,500 |
| Finishing Studio 1264 W. 2nd St Los Angeles, CA 90026 (213) 481-2878 | Customized printing and design services 541890: Other Services Related to Advertising | SBE | | \$1,700,000 |
| AAA Rubbish, Inc. 6920 Foster Bridge Blvd Bell Gardens, CA 90201 (562) 927-9669 | Roll-off collection services 562111: Solid Waste Collection | SBE | | \$0 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | |
|--|---------------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$1,350,000 | 0.1% | Signature of Person Completing this Form  |
| TOTAL WBE AMOUNT | \$3,495,000 | 0.4% | |
| TOTAL SBE AMOUNT | \$21,542,650 | 2.4% | |
| TOTAL EBE AMOUNT | \$0 | 0.0% | Printed Name of Person Completing this Form Susanne Passantino |
| TOTAL DVBE AMOUNT | \$4,700,000 | 0.5% | |
| TOTAL OBE AMOUNT | \$97,608,336 | 10.8% | Title Date Market Area Manager, Municipal Sales 8/26/16 |
| BASE BID AMOUNT | \$900,274,218 | | |

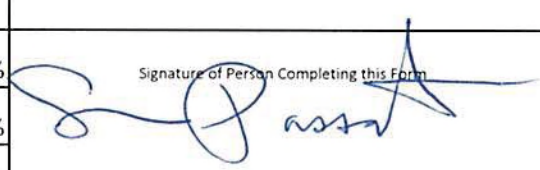
SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

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| Project Title City-wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling |
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| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| City Terrace Recycling, LLC 1525 Fishburn Ave Los Angeles, CA 90063 (323) 780-7150 | Facility: Solid waste transfer & recycling facility 562111 Solid Waste Collection | SBE | | \$15,422,650 |
| Otto Environmental Systems, LLC, 901 N. Tweedy Dr Eloy, AZ 85131 (740) 315-0012 | Supplier for wheeled plastic carts & plastic containers 562111 Solid Waste Collection | OBE | | \$490,000 |
| Pinnacle Petroleum 7911 Professional Cir Huntington Beach, CA 92648 (714) 841-8877 | Fuel Supplier 562998 All Other Misc Waste Management Services | WBE | | \$1,600,000 |
| Wastequip Mfg., Co. LLC, 841 Meacham Rd Statesville, NC 28677 (800) 255-4126 | Metal container supplier 562998 All Other Misc Waste Management Services | OBE | | \$8,900,000 |

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| Universal Waste Systems, Inc. 9016 Norwalk Blvd Santa Fe Springs, CA 90670 (562) 695-8236 | Multi-family valet collection services 562111: Solid Waste Collection | OBE | | \$0 |
| Cemex 929 Gessner Road, Suite 1900 Houston, TX 77024 (713) 650-6200 | Facility: Engineered fuels Other Work Areas | OBE | | \$0 |
| Isidore Electronics Recycling 646 Gibbons St Los Angeles, CA 90031 (323) 222-3322 | Electronics recycling facility & outreach/events Other Work Areas | WBE | | \$350,000 |
| Mariposa Eco Consulting 400 N. Los Robles # 6 Pasadena, CA 91101 (909) 560-0542 | Zero Waste trainer Other Work Areas | WBE | | \$1,195,000 |
| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | | |
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| Pacoima Beautiful 11243 Glenoaks Blvd, Suite # 1 Pacoima, CA 91331 (818) 899-2454 | Non-Profit community outreach partner Other Work Areas | OBE | | \$45,000 |
| Sustain LA 4310 Finley Ave, Unit # 7 Los Angeles, CA 90027 (323) 632-9633 | Large venue/zero waste event coordination and training Other Work Areas | SBE | | \$20,000 |
| Anaergia Services, LLC 5780 Fleet Street Suite # 310 Carlsbad, CA 92078 (310) 994-0272 | Facility: organics infrastructure & AD (anaerobic digestion) 562212: Solid Waste Landfill | OBE | | \$100,000 |
| Compliance Plus 24463 Shadeland Dr Newhall, CA 91321 (661) 670-0332 | Environmental compliance and permitting support services 562212: Solid Waste Landfill | WBE | | \$250,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | |
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| Sun Valley Paperstock 11166 Pendleton St Sun Valley, CA 91352 (818) 767-8984 | Facility: Recycling processing 562212: Solid Waste Landfill | OBE | | \$23,600,000 |
| Chiquita Canyon Landfill 29201 Henry Mayo Drive Castaic, CA 91384 (661) 257-3655 | Landfill facility (alternate to Republic's Sunshine Canyon landfill) 562212: Solid Waste Landfill | OBE | | \$100,000 |
| Paragon Language Services 56547 Wilshire Boulevard Suite # 310 Los Angeles, CA 90036 (323) 966-4655 | Translation and interpretation services 541930: Translation and Interpretation Services | WBE | | \$100,000 |
| A-Mehr, Inc. 23016 Mill Creek Dr Laguna Hills, CA 92653 (949) 206-0157 | Landfill master planning, regulatory documents & permits 562212: Solid Waste Landfill | SBE | | \$450,000 |

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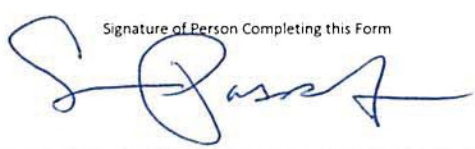
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| GrandMas USA Inc. 11401 Valley Blvd, Suite # 204 El Monte, CA 91731 (323) 283-8476 | Construction and project management Other Work Areas | DVBE | | \$200,000 |
| Harvest Power 6943 N. Golden State Blvd Fresno, CA 93722 (510) 847-0038 | Facility: organics infrastructure & AD (anaerobic digestion) 562212: Solid Waste Landfill | OBE | | \$0 |
| DYJP, Inc. Cabo Transport & Services 3920 Whiteside Street Los Angeles, CA 90063 (909) 598-7176 | Tranporation/trucking of MSW and or recyclables bewtween Republic's transfer network and facilities 484110: General Freight Trucking | DVBE | | \$4,500,000 |
| MEND- Meet Each Need with Dignity 10641 N. San Fernando Rd Pacoima, CA 91331 (818) 896-0246 | Non-Profit community outreach partner Other Work Areas | OBE | | \$45,000 |

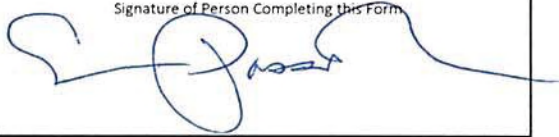
| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | |
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SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

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| Consolidated Fabricators 14620 Armita St Van Nuys, CA 91402 635-8335 | Metal container supplier 562998 Misc Waste Management Services | OBE | | \$3,270,836 |
| AIMCS Consulting 11401 E Valley Blvd #201 El Monte, CA 91731 323-721-4602 | Construction management and permitting 562998 All other Misc Waste Management Services | SBE | | \$50,000 |
| Environmental Solutions 2030 Hamilton Place Blvd Suite #200 Chattanooga, TN 37421 866-367-4345 | CNG Collection Vehicle Truck supplier Other Work Areas | OBE | | \$39,000,000 |
| Diversified Energy Supply 12600 Deerfield Pkwy, #100 Milton, GA 877-277-7719 | Natural Gas Fuel Supplier Other Work Areas | OBE | | \$0 |
| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | | |
| | DOLLARS | PERCENT | <div style="text-align: center;"> Signature of Person Completing this Form  Printed Name of Person Completing this Form Susanne Passantino Title _____ Date _____ Market Area Manager, Municipal Sales 8/26/16 </div> | |
| TOTAL MBE AMOUNT | \$1,350,000 | 0.1% | | |
| TOTAL WBE AMOUNT | \$3,495,000 | 0.4% | | |
| TOTAL SBE AMOUNT | \$21,542,650 | 2.4% | | |
| TOTAL EBE AMOUNT | \$0 | 0.0% | | |
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| TOTAL OBE AMOUNT | \$97,608,336 | 10.8% | | |
| BASE BID AMOUNT | \$900,274,218 | | | |

| Company | Certification | Comments |
|-------------------------------|---------------|---|
| Camland Inc. | WBE | Camland was originally listed to haul organics to Harvest Power based on 3 zone award. With 2 zone award, Harvest Power will not be permitted/utilized and therefore, no transportation from Camland is needed. |
| AAA Rubbish | SBE | AAA was listed for 3 zone award. NEV zone is not feasible for service from AAA yard. |
| Universal Waste Systems, Inc. | OBE | UWS was listed for valet collection for 3 zone award. |
| Cemex, Inc. | OBE | Cemex was listed as an engineered fuels subcontractor for residuals from Harvest Power for multiple zone award. Harvest Power will not be utilized for current zone award. |
| Anaergia Services, LLC. | OBE | Anaergia will be a secondary subcontractor for organics processing, not primary. |
| Chiquita Canyon Landfill | OBE | Chiquita Canyon will only be used as a back up/secondary landfill facility, not primary. |
| Harvest Power | OBE | Harvest Power was listed as a possible AD facility for 3 zone award. Harvest Power facility will not be permitted or used with final zone award. |
| Diversified Energy | DVBE | Fueling system not compatible with Republic's fueling capabilities. |

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-------------------|
| PRODUCER Willis of California ONE BUSH STREET 9TH FLOOR SAN FRANCISCO CA 94104 | CONTACT NAME: David Orleans PHONE (A/C, No, Ext): 4159550142 E-MAIL ADDRESS: david.orleans@willis.com | FAX (A/C, No): |
| INSURED Republic Services, Inc. 18500 N. Allied Way Phoenix AZ 85054 | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 INSURER B: Admiral Insurance Company 24856 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | HDO G27853420 | 06/30/2016 | 06/30/2017 | EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000 OTHER \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | ISA H09043585 | 06/30/2016 | 06/30/2017 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> <input type="checkbox"/> | | | | EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | WLR C48608127 | 06/30/2016 | 06/30/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 0 E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000 |
| | | | | | | |
| | | | | | | |
| B | Contractor's Pollution Liability / E&O | <input type="checkbox"/> N <input type="checkbox"/> N | FEI-ECC-19776-02 | 06/30/2016 | 06/30/2017 | \$10,000,000 Each Occurrence \$10,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Orleans

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Addendum

Named Additional Insured and Additional Information

Division Number 3840 - Named Insured includes Consolidated Disposal Service, LLC dba Republic Services.

General Liability:

Certificate Holder is included as an Additional Insured when required by written contract. Waiver of Subrogation in favor of the Certificate Holder is included when required by written contract.

Auto Liability:

Certificate Holder is included as an Additional Insured when required by written contract. Waiver of Subrogation in favor of the Certificate Holder is included when required by written contract.

Workers Compensation and Employers Liability Waiver of Subrogation in favor of Certificate Holder is included when required by written contract.

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

1. Corporate or Individual principal must be on Corporate Acknowledgement form.
2. Corporate Seal must be impressed hereon in case of corporation.

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ceoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Consolidated Disposal Service, L.L.C. dba
Company Name: Republic Services BAVN Company ID # 8702
Company Address: 12949 Telegraph Road
City: Santa Fe Springs State: CA Zip: 90670
Contact Person: Susanne Passantino Phone: 818-974-5136 E-mail: spassantino@republicservices.com
Approximate Number of Employees in the United States: 31,000
Approximate Number of Employees in the City of Los Angeles: 145

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Consolidated Disposal Service, L.L.C.

dba Republic Services will comply with the Equal Benefits Ordinance requirements as

Company Name

indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 1st day of July, in the year 20 15, at Santa Fe Springs, CA
(City) (State)

Signature

Susanne Passantino

Name of Signatory (please print)

Sr. Area Muni. Services Manager

Title

12949 Telegraph Road

Mailing Address

Santa Fe Springs, CA 90670

City, State, Zip Code

65-0844469

EIN/TIN

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ceoc@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Consolidated Disposal Service, L.L.C. dba

Republic Services _____ will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 1ST day of July, in the year 2015, at SANTA FE SPRINGS, CA.
(City) (State)

Signature

Susanne Passantino

Name of Signatory (Please Print)

Sr. Area Muni. Services Manager

Title

8702

BAVN ID No.

12949 Telegraph Road

Mailing Address

Santa Fe Springs, CA 90670

City, State, Zip Code

65-0844469

EIN/TIN

spassantino@republicservices.com

E-Mail

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, TERRI BOATMAN, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | | | |
|---|-------------------------|-------------------|-------------------|
| <u>CONSOLIDATED DISPOSAL SERVICE, LLC</u> | <u>800-299-4898</u> | <u>65-0844469</u> | <u>8702</u> |
| Company Name | Phone | Federal ID # | BAVN Company ID # |
| <u>13949 TELEGRAPH ROAD</u> | <u>SANTA FE SPRINGS</u> | <u>CA</u> | <u>90670</u> |
| Street Address | City | State | Zip |
3. The Company came into existence in 1996 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.
Executed on 4/29/13 at SANTA FE SPRINGS, CA.
(Date) (City) (State)
Signature: [Signature] Title: JR. HR MANAGER

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 501(c)(3) non-profit organization | | | | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | | Date _____ | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

| | | |
|--|-------------------------|--------------|
| Public Works/Bureau of Sanitation | Lisa Carlson | 213-485-2260 |
| City Department/Division Awarding Contract | City Contact Person | Phone |
| RFP City-Wide Exclusive Franchise System for Municipal Solid Waste | | |
| City Bid or Contract Number (if applicable) and Project Title | Collection and Handling | |

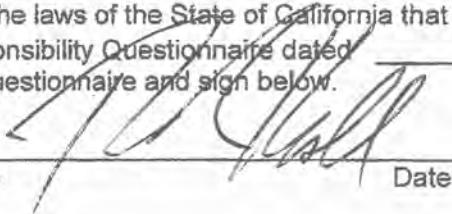
BIDDER/CONTRACTOR INFORMATION

| | | | |
|---|------------|--------------|--------------|
| Consolidated Disposal Service, L.L.C. dba Republic Services | | | |
| Bidder/Proposer Business Name | | | |
| 9200 Glenoaks Blvd., | Sun Valley | CA | 91352 |
| Street Address | City | State | Zip |
| Susanne Passantino, Sr. Area Muni. Svs. Mgr. | | 818-974-5136 | 866-224-0985 |
| Contact Person, Title | | Phone | Fax |

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☒ An update of a prior Questionnaire dated ____/____/____ unknown
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

| | |
|---------------------------------|--|
| Ronald R. Krall, Vice President |  |
| Print Name, Title | Signature |

Date

10/22/14

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 31

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☒ **Limited Liability Company:** Date of formation: 6/15/1998 State of formation: Delaware

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 16 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Ronald R. Krall, Vice President
Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

C.1: Consolidated Disposal Service, LLC dba Republic Services is a wholly owned subsidiary of Republic Services, Inc.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

E. Performance History

8. List of City of LA contracts:

City of Los Angeles and Browning-Ferris Industries of California, Inc.
For Disposal Services for City Waste (C-93688) and Settlement and Release Agreement
July 1, 1996 – June 30, 2021
\$21,202,000 annually

City of Los Angeles Department of Public Works Bureau of Street Services
Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Good and Bulky Items Generated by Bureau of Street Services Citywide Operations
July 1, 2007 – June 30, 2010
Letter of renewal issued July 14, 2010 from City of LA exercising its right to renew for an additional 3 year period at the same contract terms & conditions with an option to renew 1 additional year, which they did.
Contract expired June 30, 2014 after final renewal and went out for bid.
\$850,000 annually

LA DWP

Name of contact –Val Amezcua
Total Cost \$9500 average monthly
Start and end date 8/2004 (AW) 7/2006 (CDS) ended 12/2009

9. List of governmental entities with similar work performed.

Please find behind this page a list of "Jurisdiction + Contract & Service Features".

F. Disputes

13. (c) Please find listed behind this page.

14. Please find listed behind this page.

15. December 2011 - October 2014: \$85,000, LAUSD. The only contract under which Republic has had its contractor payments offset is the one it holds with the LAUSD. In the LAUSD contract, liquidated damages are assessed by the District as part of a monthly contract review, so that claimed events of non-performance are not made known to the contractor when they occur, but often not until well after the event giving rise to an LD has occurred, often 30 days or more after the fact. There is no contemporaneous notice given to contractor and there is no ability to cure a claimed event of non-performance. In our judgment, none of the LDs are material, and none of the monthly review discussions have changed the LAUSD practice of assessing LDs after the fact. Performance under the contract has otherwise been compliant and Republic's bin pick up ratio to missed pick up complaints called in per month is less than 1%. In many other municipal service contracts, LDs may only be assessed after Contractor has been given notice and the opportunity to cure the event of alleged event of non-performance. In such matters, a contractor has the ability to address the alleged deficiency or timely explain why additional time may be necessary. The LAUSD contract does not have such provisions.

G. Compliance

16. Please find listed behind this page.

| Jurisdiction + Contact Information | | Contract and Service Features | |
|------------------------------------|--|--|--|
| 1 | County of LA- Athens Garbage Disposal District Cheryl Wyche Program Director, GDD Section, Environmental Programs Division Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Ph: 626-458-2537 Fax: 626-458-3569 Email: gleriget@dpw.lacounty.gov | Years Accounts Republic Contact Service Features | 3+ 13,755 refuse units Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • District-wide curbside recycling and green waste program. • County bills through tax rolls. |
| 2 | County of LA- Belvedere Garbage Disposal District Cheryl Wyche Program Director, GDD Section, Environmental Programs Division Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Ph: 626-458-2537 Fax: 626-458-3569 Email: kcastro@dpw.lacounty.gov | Years Accounts Republic Contact Service Features | 9+ 35,644 refuse units James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • District-wide curbside recycling and green waste program. • County bills through tax rolls. |
| 3 | County of LA- Firestone Garbage Disposal District Cheryl Wyche Program Director, GDD Section, Environmental Programs Division Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Ph: 626-458-2537 Fax: 626-458-3569 Email: cwyche@dpw.lacounty.gov | Years Accounts Republic Contact Service Features Accounts Republic Contact Service Features <i>Residential Contract</i> | 15+ 30,199 refuse units James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • District-wide curbside recycling and green waste program. • County bills through tax rolls. 4,200 (residential, all services) James Pledger, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • Republic bills quarterly, in advance. |
| 4 | County of LA- Lennox Garbage Disposal District Cheryl Wyche Program Director, GDD Section, Environmental Programs Division Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Ph: 626-458-2537 Fax: 626-458-3569 Email: cwyche@dwp.lacounty.gov | Years Term Accounts Republic Contact Service Features | 7+ 6/30/15 5,506 refuse units Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • District-wide curbside recycling and green waste program. • County bills; tax rolls |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 5 | <p>County of LA- Walnut Park Garbage Disposal District Fonda Khuu Program Director, GDD Section, Environmental Programs Division Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Ph: 626-458-2527 Fax: 626-458-3569 Email: kcastro@dpw.lacounty.gov</p> | <p>Years Accounts Republic Contact</p> <p>Service Features</p> | <p>14 4,903 refuse units James Castro, General Manager</p> <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Weekly automated collection of solid waste, recycling, and green waste. District-wide curbside recycling and green waste program. County bills through tax rolls. |
| 6 | <p>City of Alhambra Cynthia Jarvis Assistant to the City Manager 111 S. First St. Alhambra, CA 91801 Ph: 626-570-5011 Fax: 626-281-2248 Email: cpaulson@cityofalhambra.org</p> | <p>Years Accounts Republic Contact</p> <p>Service Features: <i>Commercial Contract</i></p> | <p>11 862 Units James Pledger, General Manager</p> <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Selected source separated programs for commercial, industrial, and multi-family Mixed waste processing/recycling for commercial/industrial solid waste Commercial billed monthly in advance; roll-off in arrears |
| 7 | <p>City of Alhambra Cynthia Jarvis Assistant to the City Manager 111 S. First St. Alhambra, CA 91801 Ph: 626-570-5011 Fax: 626-281-2248 Email: cpaulson@cityofalhambra.org</p> | <p>Years Accounts Republic Contact</p> <p>Service Features: <i>Residential/ MFD Contract</i></p> | <p>14 17,250 (residential) 850 (MFD bin accounts) James Pledger, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance</p> <ul style="list-style-type: none"> Citywide residential curbside recycling and green waste programs Weekly automated collection of solid waste, recycling, and green waste Selected source separated programs for MFD customers Mixed waste processing/ recycling for a portion of the MFD waste stream City bills all residential customers. |
| 8 | <p>City of Artesia William Rawlings Interim City Manager 18747 Clarkdale Ave. Artesia, CA 90701 Ph: 562-865-6262 Fax: 562-865-6240 Email: wrawlings@cityofartesia.us</p> | <p>Years Accounts Republic Contact</p> <p>Service Features: <i>Residential and Commercial Contract</i></p> | <p>22 3,540 (residential, solid waste) 363 (commercial/industrial accounts) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance</p> <ul style="list-style-type: none"> Automated collection of solid waste, recycling, and green waste. City-wide residential curbside recycling and green waste programs. Selected source separated programs for commercial, industrial and multi-family Mixed waste processing/ recycling for commercial/ industrial solid waste City bills residential accounts through tax bills Republic bills commercial accounts monthly in advance; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 9 | City of Bell Doug Willmore City Manager 6330 Pine St. Bell, CA 90201 Ph: 323-588-6211 Fax: 323-711-9473 Email: dwillmore@cityofbell.com | Years Accounts Republic Contact Service Features <i>Residential and Commercial Contract</i> | 21 5899 (residential, solid waste, green waste) 564 (commercial/Ind.) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Automated collection of solid waste, recycling, and green waste. Manual collection of green waste. Selected source separated programs for commercial, industrial and multi-family Mixed waste processing/ recycling for commercial/ industrial solid waste City bills residential accounts through tax bills Republic bills commercial accounts monthly in advance; roll-off in arrears. |
| 10 | City of Compton G Harold Duffey City Manager 205 S. Willowbrook Avenue Compton, CA 90220 Ph: 310-605-5585 Fax: 310-631-0322 Email: ghduffey@comptoncity.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 1 21,307 (residential) 1,650 (commercial) Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated solid waste and recycling collection. Selected source separated programs for commercial, industrial, and MFD City bills residential, commercial, industrial through water bills. |
| 11 | City of Cudahy Hector Rodriguez City Manager 5220 Santa Ana Street Cudahy, CA 90201 Ph: 323-773-5143 Fax: 323-771-2072 Email: hectorrodriguez@cudahy.ca.us | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 21 2,129 (residential) 432 (commercial/industrial accounts) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Automated collection of solid waste and recycling City-wide residential curbside recycling program Selected source separated programs for commercial, industrial and multi-family City bills residential accounts through tax bills Republic bills commercial accounts monthly in advance; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 12 | City of Cypress John Bahorski City Manager 5275 Orange Ave. Cypress, CA 90630 Ph: 714/299-6688 Fax: 714/229-6682 Email: jbahorski@ci.cypress.ca.us County of Orange | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 45 11,820 (residential) 566 (commercial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated solid waste and recycling collection • Citywide residential curbside recycling • Selected source separated programs for commercial, industrial, and MFD • City bills residential through utility bills • Republic bills commercial accounts monthly in advance; roll-off in arrears |
| 13 | City of El Segundo Stephanie Katsouleas Public Works Director 350 Main St. El Segundo, CA 90245 Ph: 310-524-2356 Fax: 310-640-0489 Email: skatsouleas@elsegundo.org | Years Accounts Republic Contact Service Features: <i>Residential Contract</i> | 17 4,475 Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly manual collection of solid waste and recycling. • Citywide curbside recycling • 202 commercial accounts • Republic bills City for residential collection services • Republic bills commercial monthly in advance; roll-off in arrears. |
| 14 | City of Hawaiian Gardens Melissa Roa City Executive Assistant 21815 Pioneer Blvd. Hawaiian Gardens, CA 90716 Ph: 562-420-2641 x201 Email: mvaleddez@hgcity.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 15 2,000 (residential, all services) 183 (commercial/industrial accounts) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Automated collection of solid waste and recycling • Manual green waste collection • Mixed waste processing/ recycling for commercial/industrial solid waste • Republic bills residential accounts quarterly in advance. • Republic bills commercial accounts monthly in advance; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
|------------------------------------|---|--|--|
| 15 | City of Hawthorne Doug Krauss Public Works Assistant 4455 W. 126 th St. Hawthorne, CA 90250 Ph: 310-349-2987 Fax: 310-978-9862 Email: dkrauss@cityofhawthorne.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 6+ 14,150 (residential, all services) 1,710 (commercial/industrial) Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly Automated collection of solid waste, recycling and green waste City-wide residential curbside recycling and green waste programs Selected source separated programs for commercial, industrial and multi-family Republic bills residential bi-monthly in advance Republic bills commercial accounts monthly in advance; roll-off in arrears. |
| 17 | City of Inglewood Angela Williams Environmental Service Manager One Manchester Blvd. Inglewood, CA 90301 Ph: 310-412-8722 Fax: 310-412-5552 Email: awilliams@cityofinglewood.org | Years Accounts Republic Contact Service Features: <i>Residential, Commercial and Industrial Contract</i> | 1 year 17,900 (residential) 3042 (commercial/industrial) Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly Automated collection of solid waste, recycling and green waste City-wide residential curbside recycling and green waste programs Selected source separated programs for commercial, industrial and multi-family |
| 18 | City of Lawndale Nasser Abbaszadeh Public Works Director/City Engineer 4722 Manhattan Beach Blvd. Lawndale, CA 90260 Ph: 310-973-3260 Fax: 310-973-3268 Email: Nabbaszadeh@lawndalecity.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 12+ 6,657 (residential, all services) 500 (commercial) Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated/semi automated collection of solid waste, recycling, and green waste Citywide residential curbside recycling and green waste programs. Selected source separated programs for commercial, industrial, and MFD Mixed waste processing/recycling for commercial/industrial solid waste Republic bills residential accounts quarterly in advance Republic bills commercial monthly; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 19 | City of Los Alamitos Bret M. Plumlee City Manager 3191 Katella Ave. Los Alamitos, CA 90720 Ph: 562-431-3538 ext.201 Fax: 562-493-0678 Email: bplumlee@cityoflosalamitos.org <i>County of Orange</i> | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 40 + 1,909 (residential, all services) 602 (commercial/industrial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • Citywide residential curbside recycling and green waste programs. • Selected source separated programs for commercial, industrial, and multi-family • Mixed waste processing/recycling for commercial/industrial solid waste • Republic bills residential accounts quarterly in advance. • Allied bills commercial monthly in advance; roll-off in arrears. |
| 20 | City of Maywood Lillian Myers Interim Administrative Officer 4319 East Slauson Ave. Maywood, CA 90270 Ph: 323-562-5700 Fax: 323-773-2806 Email: None | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 21 4,554 (residential, all services) 388 (commercial/industrial) James Castro General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste and recycling • Manual green waste collection • Selected source separated programs for commercial, industrial, and multi-family • Republic bills residential accounts quarterly in advance • Republic bills commercial monthly in advance; roll-off in arrears. |
| 21 | City of Norwalk Mike Egan City Manager 12700 South Norwalk Blvd. Norwalk, CA 90650 Ph: 562-929-2677 Fax: 562-929-5780 Email: megan@ci.norwalk.ca.us | Years Accounts Republic Contact Service Features: <i>Residential Commercial Contract</i> | 50 17,104 (residential, all services) 812 (commercial/industrial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection: solid waste, recycling, green waste. • Citywide residential curbside recycling and green waste programs. • Mixed waste processing/ recycling for commercial/ industrial solid waste. • Republic bills residential accounts quarterly in advance. • Allied bills commercial monthly in advance; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 22 | City of Rolling Hills Raymond R. Cruz City Manager 2 Portuguese Bend Rd. Rolling Hills, CA 90274 Ph: 310-377-1521 Fax: 310-377-7288 Email: rcruz@cityofrh.net | Years Accounts Republic Contact Service Features: <i>Residential Contract</i> | 16 685 (residential, all services) Jay Fowler, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Manual backyard collection, all waste streams. • Twice weekly service • City bills residential accounts through tax rolls. |
| 23 | City of Rosemead Matt Hawkesworth 8838 East Valley Blvd. Rosemead, CA 91770 Ph: 626-569-2100 Fax: 626-307-9218 Email: macarello@cityofrosemead.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 18 11,696 (residential, all services) 736 (commercial/industrial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste and recycling • Manual collection of green waste • Selected source separated programs for commercial, industrial, and multi-family • Republic bills residential accounts quarterly in advance. • Republic bills commercial accounts monthly in advance; roll-off in arrears. |
| 24 | City of San Fernando Federico "Fred" Ramirez Interim City Manager 117 MacNiel San Fernando, CA 91340 Ph: 818-898-7316 Email: FRamirez@ci.san-fernando.ca.us | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 1 4,200 (residential) 650 (commercial/industrial) James Pledger, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated solid waste and recycling collection. • City-wide residential curbside recycling. • Selected source separated programs for commercial, industrial and MFD. • Republic bills residential (bi-monthly), commercial and industrial directly. |
| 25 | City of Santa Fe Springs Thaddeus McCormack City Manager 11710 East Telegraph Rd. Santa Fe Springs, CA 90670 Ph: 562-868-0511 Fax: 562-868-7112 Email: tmccormack@santafesprings.org | Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i> | 50 2,241 (residential, all services) 968 (commercial/ind.—Non Excl) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • Selected source separated programs for commercial, industrial, and multi-family. • City bills residential accounts • Republic bills commercial accounts monthly in advance; roll-off in arrears. |

| Jurisdiction + Contact Information | | Contract and Service Features | |
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| 26 | <p>City of Seal Beach Jill Ingram City Manager 211 8th St. Seal Beach, CA 90740 Ph: 562-431-2527 x1300 Fax: 562-493-9857 Email: jingram@ci.seal-beach.ca.us <i>County of Orange</i></p> | <p>Years Accounts Republic Contact Service Features: <i>Residential and Commercial Contract</i></p> | <p>45 5,997 (residential, all services) 278 (commercial/industrial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance</p> <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste. • Selected source separated programs for commercial, industrial, and multi-family. • City bills residential accounts through utility bills. • Republic bills commercial accounts monthly in advance; roll-off in arrears. |
| 27 | <p>City of Whittier Jeff Collier City Manager 13232 East Penn St. Whittier, CA 90602 Ph: 562-945-8200 Fax: 562-464-3572 Email: jcollier@cityofwhittier.org</p> | <p>Years Accounts Republic Contact Service Features: <i>Residential Solid Waste Exclusive Zone 1 and Commercial Exclusive Zone 1, 2</i></p> | <p>40 8,943 (residential, solid waste) 18,866 (residential, recycling) 18,866 (residential, green waste) 564 (commercial/industrial) James Castro, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance</p> <ul style="list-style-type: none"> • Weekly automated collection of solid waste, recycling, and green waste • Selected source separated programs for commercial, industrial, and multi-family • Republic bills residential accounts quarterly in advance. • Republic bills commercial accounts monthly in advance; roll-off in arrears. |

Jurisdiction Reference Chart- All Recent (ten years) Experience
EXCLUSIVE FRANCHISE AGREEMENTS – WITHIN COUNTY OF ORANGE

| Jurisdiction /Contact Information | | Contract and Service Features | |
|-----------------------------------|--|---|--|
| 1 | City of Anaheim Dan DeBassio Public Works Superintendent 400 E. Vermont Street Anaheim, CA 92805 (714) 765-6845 Fax: (714) 765-6842 Email: ddebassio@anaheim.net | Years Accounts Republic Contact Service Features | 1949 to current –recently extended 15 years 57,373 (residential, including 1,800 multi-family) 3,740 (commercial/Industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) A pioneer in the industry, we implemented the first pilot program for automated single-stream collection in the City of Anaheim in 1989. The two cart collection program called Recycle Anaheim was roll-out city-wide in 1991. In 1999, the program adopted a third cart for green waste collection. |
| 2 | City of Brea Charlie View Director of Maintenance Services 1 Civic Center Circle Brea, CA 92821 (714) 990-7698 Fax: (714) 671-1493 Email: charliev@ci.brea.ca.us | Years Accounts Republic Contact Service Features | 1988 to current 10,775 (residential) 925 (commercial/Industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) The two cart collection program called Recycle Brea was roll-out city-wide in 1990. In 1997, the program adopted a third cart for green waste collection. |

| Jurisdiction /Contact Information | | Contract and Service Features | |
|-----------------------------------|--|--|--|
| 3 | City of Chino Hills Ray Hanson Senior Administrative Analyst 14000 City Center Drive Chino Hills, CA 91709 (909) 3642616 Fax: (909) 364-2695 Email: rhansen@chinohills.org | Years Accounts Republic Contact Service Features | 2001 to current – Take over from Waste Mgmt. 19,678 (residential) 263 (commercial/industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) The three cart collection program called Chino Hills Recycles was roll-out city-wide in 2001. We removed WM carts and replaced them with brand new carts. |
| 4 | City of Fountain Valley Michael Vo, Mayor 10200 Slater Ave. Fountain Valley, CA 92708 (714) 593-4410 Email: michaeldmv@gmail.com | Years Accounts Republic Contact Service Features | 1960 - Present 15,661 (residential) 458 (commercial/industrial) Jerry Moffat, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) |
| 5 | City of Fullerton Phyllis Garrova Treasurer 303 W. Commonwealth Fullerton, CA 92832 (714) 765-6845 Fax: (714) 525-8071 Email: phyllisG@ci.fullerton.ca.us | Years Accounts Republic Contact Service Features Residential Contract | 1996 to current – Merger with MG Systems, Inc. 48,077 (residential) 1,304 (commercial/industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) Initially, residential service was manual. The three cart collection program called Fullerton Recycles was implemented city-wide in 2009. This program is unique in that it includes unlimited set-out. It also includes 35-gallon carts for small parcels. |

| Jurisdiction /Contact Information | | Contract and Service Features | |
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| 6 | City of Garden Grove A.J. Holmes Environmental Services/Streets Manager 11222 Acacia Garden Grove, CA 92840 (714) 741-5956 Fax: (714) 741-5419 Email: ajh@ci.garden-grove.ca.us | Years Accounts Republic Contact Service Features | 1988 - current 31,049 (residential) 2,464 (commercial/industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) In 1988 acquired residential and commercial contract with the acquisition of Jaycox. The two cart collection program called Recycle Garden Grove was roll-out city-wide in 1990. In 1997, the program adopted a third cart for green waste collection. |
| 7 | City of Garden Grove A.J. Holmes Environmental Services/Streets Manager 11222 Acacia Garden Grove, CA 92840 (714) 741-5956 Fax: (714) 741-5419 Email: ajh@ci.garden-grove.ca.us | Years Accounts Republic Contact Service Features | 1988 - current 31,049 (residential) 2,464 (commercial/industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) In 1988 acquired residential and commercial contract with the acquisition of Jaycox. The two cart collection program called Recycle Garden Grove was roll-out city-wide in 1990. In 1997, the program adopted a third cart for green waste collection. |
| 8 | City of Huntington Beach Fred Wilson City Administrator 2000 Main St. Huntington Beach, CA 92648 (714) 536-5202 Fax: (714) 536-5233 | Years Accounts Republic Contact Service Features | 1957 - Present 55,541 (residential) 2,196 (commercial/industrial) Jerry Moffat, General Manager <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection Industrial/Construction, mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) |

| Jurisdiction /Contact Information | | Contract and Service Features | |
|-----------------------------------|--|---|--|
| 9 | Midway City Sanitary District Ken Robbins General Manager 14451 Cedarwood St. Westminster, CA 92638 (714) 893-3553 Fax: (714) 891-8624 | Years Accounts Republic Contact Service Features | 1992 - Present 200 (residential) 1,221 (commercial/industrial) Jerry Moffatt, General Manager <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Exclusive Franchise - Commercial Only Commercial solid waste, recycling, green waste, food waste recycling HHW program Residential single-stream recycling processor + Residential mixed waste processing |
| 10 | City of Newport Beach Mike Pisani 100 Civic Center Dr. Newport Beach, CA 92660 (949) 644-3309 | Years Accounts Republic Contact Service Features <i>Non-Exclusive Franchise</i> | 1992 - Present Commercial + Beach Front Waste Collection Jerry Moffat, General Manager <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Commercial and Beach Front collection only Non-Exclusive Franchise Recycling and solid waste collection |
| 11 | County of Orange Dylan Wright Director 300 N. Flower St. #400 Santa Ana, CA 92703 | Years Accounts Republic Contact | Current contract: 2010 to Present Areas #4, #7; John Wayne Airport, Permit Area #7 Jerry Moffat, General Manager <ul style="list-style-type: none"> Recycling, green waste, and solid waste collection services. Commercial food waste recycling |
| 12 | City of Placentia Steve Pischel Director of Administrative Services 401 E. Chapman Avenue Placentia, CA 92807 (714) 993-8117 Fax: (714) 961-0283 Email: administration@placentia.org | Years Accounts Republic Contact Service Features | 1988 - Present 11,573 (residential) 676 (commercial/industrial) Dan Capener, General Manager <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) |

| Jurisdiction /Contact Information | | Contract and Service Features | |
|-----------------------------------|---|--|---|
| 13 | City of Villa Park Jarad Hildebrand City Manager 17855 Santiago Blvd. Villa Park, CA 92861 (714) 998-1500 Fax: (714) 998-1508 Email: jhildebrand@vil.lapark.org | Years Accounts Republic Contact Service Features: <i>Commercial Contract</i> | 1992 to current – Take over from Briggeman Disposal 2,009 (residential) 13 (commercial/industrial) Dan Capener, General Manager <ul style="list-style-type: none"> Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) The two cart collection program was implemented city-wide in 1992. In 1996 a third cart was added for green waste collection. |
| 14 | City of Yorba Linda Mark Aalders 4845 Casa Loma Ave. Yorba Linda, CA 92686 (714) 961-71060 Fax: (714) 993-7530 Email: maalders@yorba-linda.org | Years Accounts Republic Contact Service Features: <i>Residential/ MFD Contract</i> | 1988 to current – Merger with Yorba Linda Disposal 19,683 (residential) 464 (commercial/industrial) Dan Capener, General Manager Responsible for all contract operations, including collection customer service, fleet maintenance, contract administration, and compliance <ul style="list-style-type: none"> Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program Commercial mixed waste Industrial/Construction mixed waste and single-stream Permanent/temporary roll-offs and bins (all sizes) The three cart collection program called <i>Recycle Yorba Linda</i> was roll-out city-wide in 1994. |

City of L.A. City Responsibility Questionnaire - Attachment B for Sections D through H

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|--------------------------------|--|--|---|----------|---------------|---|
| F/Responsibility Questionnaire | Heredia, Vicente G. and Abrica, Jorge a. v. Republic Services, Inc., Consolidated Disposal Service, LLC and Allied Waste Transportation, Inc. (correct legal entities: Consolidated Disposal Service, L.L.C. and Allied Waste Transportation, Inc.) | Plaintiffs alleged the following: failure to provide meal periods, rest periods or compensation in lieu; failure to comply with itemized employee wage statement provisions, failure to pay wages of terminated or resigned employees. | California Superior Court, County of Los Angeles - Central District | BC523466 | 5/13/2014 | Confidential settlement. |
| F/Responsibility Questionnaire | Vaca, Luis v. Republic Services, Inc., Consolidated Disposal Services, LLC and Enrique Flores (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Republic Services of Los Angeles) | Plaintiff alleges discrimination based on disability, failure to accommodate disability, failure to engage in interactive process, retaliation and harassment based on disability. | California Superior Court, County of Los Angeles | NC059049 | 08/01/2014 | Confidential settlement. |
| F/Responsibility Questionnaire | Gordon, Joseph v. Republic Services Inc. (correct legal entity: Consolidated Disposal Service, L.L.C. (Gardena Hauling)) | Plaintiff alleged race discrimination, intentional infliction of emotional distress and wrongful termination. | Superior Court of California, County of Los Angeles | BC491550 | 9/17/2013 | Confidential settlement. |
| F/Responsibility Questionnaire | McKenzie, Molly v. Republic Services, Inc.; Juan Rodriguez and Christina (last name unknown) (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Republic Services of Southern California // Allied Waste Services (Gardena Hauling)) | Plaintiff alleges wrongful termination and disability discrimination. | Los Angeles Superior Court Central District | BC533976 | | Pending. |
| F/Responsibility Questionnaire | Valencia, Joseph v. Russell Dix, Consolidated Disposal Service, L.L.C., does 1-10 (correct legal entity: Republic Services of CA II, LLC d/b/a American Transfer Station (Gardena Address) #3893A) | Plaintiff alleged wrongful termination and that he was approximately two-months shy of twenty (20) years employment with the Defendant's company. | Superior Court of California, County of Los Angeles 111 N. Hill St. Los Angeles, CA 90012 | BC415096 | 08/13/2010 | Dismissal without prejudice filed by Plaintiff. |
| F/Responsibility Questionnaire | Mardini, Rafi v. Republic Services, Inc. (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport (Sun Valley Hauling)) | Plaintiff alleges: (1) discrimination based on national origin, race and ancestry; (2) harassment based on national origin, race and ancestry; (3) intentional infliction of emotional distress; (4) failure to take reasonable steps to prevent discrimination and harassment; (5) wrongful termination; and (6) Retaliation. | California Superior Court, County of Los Angeles | BC514253 | 03/17/2014 | Confidential settlement. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|--------------------------------|--|--|--|---|---------------|---|
| F/Responsibility Questionnaire | Mardini, Rafi, on behalf of himself and all others similarly situated, and on behalf of the general public v. Consolidated Disposal Service, LLC Class Action | Plaintiff alleges the Company failed to provide employees with accurately itemized wage statements. | California Superior Court, County of Los Angeles | BC522487 | | Settlement pending. |
| F/Responsibility Questionnaire | Nuno, Isidro v. Consolidated Disposal Service Inc., Republic Services, Inc. and Louis Santana (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport (Sun Valley Hauling)) | Plaintiff alleged disability/medical condition discrimination; failure to accommodate disability; failure to engage in the interactive process; age harassment; age discrimination and wrongful termination. | California Superior Court, Central District of Los Angeles | BC526492 | 5/28/2014 | Confidential settlement. |
| G/Responsibility Questionnaire | Jamison, Jeffrey R./Consolidated Disposal Services (correct legal entity: Republic Services of California II, LLC d/b/a American Waste) (Div #3893) | Complainant alleged violation of California Labor Code Section 98.6 (discrimination). | CA Dept. of Industrial Relations | State Case No. 5097 | 07/09/2010 | On 4/28/10, the Department of Industrial Relations dismissed the case and issued a Determination that they found no reasonable cause to believe that the Company violated the Labor Code when the Company terminated Jeffery Jamison's employment. On 5/10/10, Jeffery Jamison filed an appeal and on 7/9/10, the Director of the Department of Industrial Relations upheld the 4/28/10 decision. |
| G/Responsibility Questionnaire | OSHA Violation - Gardena Hauling/Consolidated Disposal Service, L.L.C. | Alleged "Serious" violation because the Company did not effectively implement an operative injury and illness prevention program in connection with employees hand position during container handling. On December 1, 2010, an employee sustained injury on the job. Inspection Sites: Alley of 334 Arena St., El Segundo, CA (location of employee's injury) and 14905 S. San Pedro St., Gardena, CA 90247 (location of employee's place of employment). | California Division of Occupational Safety and Health | 314858432 | 04/23/2012 | Settled. Order regarding the settlement and resolution of the case entered on 4/23/12. Final penalty reduced to \$975 and categorized as a "General" violation. |
| G/Responsibility Questionnaire | Salazar, Ramon/Consolidated Disposal Service (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Gardena Hauling) (Charge No. 2) | Complainant alleged discrimination based on a disability. | EEOC | 480-2012-02905 | | No Notice of Case Closure was received; however, on January 22, 2013, the Company requested the case be dismissed because the charge asserted the same claims as previous charge that had been dismissed. |
| G/Responsibility Questionnaire | Salazar, Ramon/Consolidated Disposal Services (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Gardena Hauling) | Complainant alleged discrimination based on a disability. | California DFEH and EEOC | DFEH: 38587-17622; EEOC: 37A-2012-445445C | 01/15/2013 | Department of Fair Employment & Housing issued a Notice of Case Closure and Right to Sue. Based upon its investigation, DFEH was unable to conclude that the information obtained established a violation of the statute. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|--------------------------------|---|--|---|--------------|---------------|--|
| G/Responsibility Questionnaire | Salazar, Ramon/Republic Services, Inc. 132(a) Claim (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Gardena Hauling) | Applicant filed a Petition for Increased Compensation and Reimbursement for Lost Wages and Work Benefits by Reason of Employer Discrimination Under Labor Code Section 132(a), in which he claimed that his termination of employment was due to his industrially sustained injuries and as such, constitutes unlawful discrimination and retaliation. | California Workers' Compensation Appeals Board | ADJ7500629 | 10/17/2013 | On October 17, 2013, the parties to the underlying workers' compensation case entered into a global settlement of the underlying case. As part of the Compromise and Release Agreement signed by Claimant, he agreed to dismiss his 132a claim at no extra cost to the Company. As a result, an Order approving the parties' Compromise and Release Agreement and dismissing the 132a claim was issued. Case closed. |
| F/Responsibility Questionnaire | Valencia, Joseph v. Russell Dix, Consolidated Disposal Service, L.L.C., does 1-10 (correct legal entity: Republic Services of CA II, LLC d/b/a American Transfer Station (Gardena Address) #3893A) | Plaintiff alleged wrongful termination and that he was approximately two-months shy of twenty (20) years employment with the Defendant's company. | Superior Court of California, County of Los Angeles 111 N. Hill St. Los Angeles, CA 90012 | BC415096 | 08/13/2010 | Dismissal without prejudice filed by Plaintiff. |
| G/Responsibility Questionnaire | Legoretta, Edith / Republic Services, Inc. (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport) | The charging party alleged non-payment of wages earned. | State of California Labor Commissioner | 17-63875 CJ | 08/22/2013 | Notice received that the investigation was completed, the file is closed and no further action will be taken by the Labor Commissioner. |
| G/Responsibility Questionnaire | Legorreta, Edith / Republic Services (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport) | The Complainant alleged retaliation & discrimination. | California Department of Industrial Relations | 31968-STARCI | 12/09/2013 | Investigation Closed - complainant has abandoned the complaint. |
| G/Responsibility Questionnaire | Legoneta, Edith/Consolidated Disposal Service, LLC (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport (Sun Valley Hauling))-California Labor & Workforce Development Agency Administrative Charge | Charging Party alleged she was retaliated against, when her employment was termination, after having made complaints about the conditions in the work place (i.e. no separate facilities for women). | California Labor & Workforce Development Agency | TBD | | Settled. |
| G/Responsibility Questionnaire | Local 396 (Teamsters) / Consolidated Disposal Service, L.L.C. d/b/a Republic Services // Allied Waste Services // Atlas Transport; ULP- National Labor Relations Board; Case No. 31-CA-097976 | NLRB charge for not company allegedly not re-hiring four employees in alleged retaliation for their union activities and for filing previous labor charges. | National Labor Relations Board | 31-CA-097976 | 07/09/2013 | Resolved. |
| G/Responsibility Questionnaire | Local 396 (Teamsters) / Consolidated Disposal Service, L.L.C. d/b/a Republic Services // Allied Waste Services // Atlas Transport; ULP- National Labor Relations Board; Case No. 31-CA-097987 | NLRB charge for not company allegedly not re-hiring four employees in alleged retaliation for their union activities and for filing previous labor charges. | National Labor Relations Board | 31-CA-097987 | 09/10/2013 | Resolved. |
| G/Responsibility Questionnaire | Local 396 (Teamsters) / Consolidated Disposal Service, L.L.C. d/b/a Republic Services // Allied Waste Services // Atlas Transport; ULP- National Labor Relations Board; Case No. 31-CA-097988 | NLRB charge for not company allegedly not re-hiring four employees in alleged retaliation for their union activities and for filing previous labor charges. (Two of Four) | National Labor Relations Board | 31-CA-097988 | 07/09/2013 | Resolved. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|--|---|--|---|--|---------------|---------------------------|
| G/Responsibility Questionnaire | Local 396 (Teamsters) / Consolidated Disposal Service, L.L.C. d/b/a Republic Services // Allied Waste Services // Atlas Transport; ULP- National Labor Relations Board; Case No. 31-CA-098267 | Union alleges Company is retaliating against EE's for Union activities | National Labor Relations Board | 31-CA-098267 | 07/09/2013 | Resolved. |
| G/Responsibility Questionnaire | Local 397 (Teamsters)-Remigio Escobar / Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport // Las Virgenes Disposal // Republic Services // Allied Waste Services; ULP National Labor Relations Board; Case No. 31-CA-087357; 31-CA-087359; 31-CA-087361; 31-CA-087365 | Alleged Employer has failed and refused to rehire or transfer the undersigned in retaliation for his Union activities and for filing Board charges. | National Labor Relations Board | 31-CA-087357; 31-CA-087359; 31-CA-087361; 31-CA-087365 | 08/19/2013 | Resolved. |
| G/Responsibility Questionnaire | Nuno, Isidro / Republic Services (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Atlas Transport (Sun Valley Hauling) - 132(a) Claim | Applicant has filed an Application for Penalty Benefits Under Section 132(a) of the California Labor Code alleging harassment and discrimination in violation of Section 132(a). | Worker's Compensation Appeals Board, State of California | ADJ9154243, ADJ9154242 | | Pending. |
| Parent- G/Responsibility Questionnaire | Brown, Ursula / Republic Services, Inc. | Charging Party alleges discrimination based on her race (Black), gender and age (52). | Equal Employment Opportunity Commission / Arizona Attorney General, Civil Rights Division | 35A-2014-00430; P0012014001997 | | Pending. |
| Parent- G/Responsibility Questionnaire | Culver, Christopher R. / Republic Services, Inc. (interviewing entities involved: Allied Waste Transportation, Inc. d/b/a West Region Office; BFI Waste Services of Texas, LP d/b/a Republic Waste Services of Texas Hauling and Allied Waste Services of Conroe // Republic Services of Houston; Keller Canyon Landfill Company d/b/a Keller Canyon Landfill; Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Dallas // Allied Waste Services of Dallas; Rabanco Ltd. d/b/a Allied Waste Services of Kent // Republic Services of Kent; Rabanco Companies d/b/a Northwest Area Office; BFI Waste Systems of North America, LLC d/b/a Minnesota/Wisconsin Area Office; and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Plano // Republic Services of Plano) | Charging Party alleged discrimination based on age due to his not being hired or granted an interview for the position of controller. | Equal Employment Opportunity Commission / South Carolina Human Affairs Commission | 436-2012-00510 | 07/13/2013 | Confidential settlement. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|---------------------------------------|---|---|--|--------------------------------|---------------|---|
| Parent-G/Responsibility Questionnaire | Occupational Safety and Health Administration / BLT Enterprises of Oxnard, Inc. d/b/a Del Norte Regional Recycling & Transfer Station (Div #3849); Citation and Notification of Penalty | The State of California, Department of Industrial Relations, Division of Occupational Safety and Health Administration ("OSHA") cited Republic Services Inc. and its successors for a violation(s) under Title 8 of the California Code of Regulations (i.e. allegations regarding floor openings, floor holes and roofs). | The State of California, Department of Industrial Relations, Division of Occupational Safety and Health Administration | CSHO ID: V9233 | 08/11/2010 | The case has settled, with Cal-OSHA reducing the penalty to \$3000 and reducing the violation classification from Serious to General. |
| Parent-G/Responsibility Questionnaire | Perez, Salvador v. Republic Services Inc. and Toarmina Industries Inc. (correct legal entity: Republic Waste Services of Southern California, LLC (Anaheim Disposal)) | Plaintiff alleged wrongful termination and failure of the Company to engage in the interactive process to accommodate Plaintiff's work related disability. | Orange County Superior Court | 0049533CJC | 08/13/2012 | Settled as a part of a global settlement of this civil action, Perez's claim in the class action suit and the 132(a) claim. Case dismissed with prejudice. |
| Parent-G/Responsibility Questionnaire | Villa, Elesvan/Republic Services, Inc. (correct legal entity: Republic Waste Services of Southern California, LLC d/b/a Anaheim Disposal) | Complainant alleged discrimination based on religion and claims he was retaliated against for requesting religious accommodation. | California Department of Fair Employment & Housing | E201011R0627-00 | 10/18/2011 | The California Department of Fair Employment & Housing closed the case because the Complainant elected court action. Complainant has until October 18, 2012 to file suit based on his state claims alleged. |
| Parent-G/Responsibility Questionnaire | Ortiz, Jose J./Republic Services, Inc. (correct legal entity: Republic Waste Services of Southern California, LLC (Anaheim TS/MRF)) | Charging party alleged he was terminated because of his age. | California Department of Fair Employment and Housing | E201112T0138-00-ac | 08/11/2011 | Notice of Case Closure issued by the California Department of Fair Employment & Housing, effective 8/10/11, because an immediate right-to-sue notice was requested. |
| Parent-G/Responsibility Questionnaire | South Coast Air Quality Management District vs. Allied Waste Company, Inc. and Republic Services, Inc. dba Sunshine Canyon Landfill - Abatement Hearing (correct legal entity: Browning-Ferris Industries of California, Inc. d/b/a Sunshine Canyon Landfill) | The South Coast Air Quality Management District sought an Order for Abatement to require the Company to cease violating District rules and the California Health and Safety Code by its operation of the Sunshine Canyon Landfill until procedures are in place to control the alleged odors, which alleged odors have been the subject of various NOV's issued in 2008 and 2009. | Hearing Board of the South Coast Air Quality Management District | Case No. 5750-1. | 2012 | Settled. |
| Parent-G/Responsibility Questionnaire | Holloway, Charles R./Republic Services, Inc. (Div. 3828-Cheyenne Transfer Station) | Holloway alleges he was discriminated against based on his race (Black) because he was not hired for, or promoted to, Operations Manager of Residential Services. | U.S. Equal Employment Opportunity Commission | EEOC Charge No. 487-2009-00056 | 09/28/2011 | Received Notice of Dismissal and Right to Sue. |
| Parent-G/Responsibility Questionnaire | Local 631 (Teamsters)-Ernest Givens (Labor Ready) / Republic Services Inc. and Labor Ready as joint employers (correct legal entity: Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada (Cheyenne Hauling)); NLRB-ULP 28-CA-128242 | Labor Ready (contractor) employee filed a charge alleging the Company has interfered with employment by maintaining a discriminatory work rule. | National Labor Relations Board | 28-CA-128242 | | Pending. |
| Parent-G/Responsibility Questionnaire | Local 631 (Teamsters)-John E. Long, Jr. (Labor Ready) / Republic Services Inc. and Labor Ready as joint employers (correct legal entity: Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada (Cheyenne Hauling)); NLRB-ULP 28-CA-130290 | Labor Ready employee alleged the Company interfered with employment under threat of discipline including discharge. Also alleges discrimination by discharging him due to his protected activity. | National Labor Relations Board | 28-CA-130290 | | Pending. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|---------------------------------------|--|--|---|---|---------------|--|
| Parent-G/Responsibility Questionnaire | Local 631 (Teamsters)-Roderick Price (Labor Ready) / Republic Services Inc. and Labor Ready as joint employers (correct legal entity: Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada [Cheyenne Hauling]); NLRB-ULP 28-CA-130279 | Labor Ready employee alleged the Company interfered with employment under threat of discipline including discharge. Also alleges discrimination by discharging him due to his protected activity. | National Labor Relations Board | 28-CA-130279 | | Pending. |
| Parent-G/Responsibility Questionnaire | Wiggins, James W. (Jr.)/Republic Services Inc. (correct legal entity: Republic Silver State Disposal, Inc.) | Charging Party alleges discrimination based on Race, Age and Retaliation. | U.S. Equal Employment Opportunity Commission | 480-2014-02434 | | Pending. |
| Parent-G/Responsibility Questionnaire | Kapala, Joseph/Republic Services, Inc. (correct legal entity: Republic Silver State Disposal, Inc. (Henderson Hauling)) | Charging Party alleged discrimination based on age and a disability. | Nevada Equal Rights Commission and U.S. Equal Employment Opportunity Commission | 0801-13-0379L; 34B-2013-00985 | 11/21/2013 | Confidential settlement. Case closed by Nevada Equal Rights Commission. |
| Parent-G/Responsibility Questionnaire | Hernandez, George/Republic Services, Inc. (correct legal entity: Republic Silver State Disposal, Inc. d/b/a Sloan Hauling & TS) (Div #3833) | Charging Party alleged discrimination based on age, disability and national origin. | EEOC & Nevada Equal Rights Commission | 487-2009-00805 | 03/29/2011 | U.S. Equal Employment Opportunity Commission issued a Dismissal and Notice of Rights after it was unable to conclude that the information obtained established violations of the statutes. |
| Parent-G/Responsibility Questionnaire | Davis, John W./Republic Services, Inc. (current legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Denver) | Complaint filed by John Davis with the Colorado Department of Labor and Employment alleging that a bonus earned while he was employed by the Company is being denied contrary to law. | Colorado Department of Labor and Employment, Division of Labor | 0562-11 | 03/24/2011 | Letter received from Colorado Department of Labor and Employment, Division of Labor, stating that no further action was contemplated by the Department. |
| Parent-G/Responsibility Questionnaire | Coronado, Luis (III)/Republic Services, Inc. (correct legal entity: Republic Waste Services of Texas, Ltd. d/b/a Republic Waste Services of Midland) | Charging Party alleges discrimination based on National Origin and Retaliation. | U.S. Equal Employment Opportunity Commission | 453-2014-00685 | | Pending. |
| Parent-G/Responsibility Questionnaire | Lamb, Lynda L./Republic Services, Inc. (correct legal entity: Republic Waste Services of Texas, Ltd. d/b/a Arlington Landfill) | Charging Party alleges discrimination based on sex/gender. | U.S. Equal Employment Opportunity Commission/Texas Workforce Commission Civil Rights Division | 450-2013-03590 | | Pending. |
| Parent-G/Responsibility Questionnaire | Gerrish, Steve/Keller Canyon Landfill Company, Republic Services, Inc., Richmond Sanitary Services, Inc. and Rick Downey (correct legal entity: Keller Canyon Landfill Company d/b/a Sonoma Landfill) | Steve Gerrish filed a Complaint of Discrimination with the California Department of Fair Employment and Housing ("DFEH"), in which he claimed he was retaliated against for requesting FMLA Leave and that he was denied leave. Simultaneous with the filing of his Complaint, Gerrish requested the case be closed and an immediate right-to-sue notice be issued, which was done by DFEH. | California Department of Fair Employment and Housing | E201011M0933-00-c, E201011M0933-01-c, E201011M1068-00-rc, E201011M1176-00-rc & E201011M1176-01-rc | 02/22/2011 | Immediate case closures and right-to-sue notices requested by Steve Gerrish. |
| Parent-G/Responsibility Questionnaire | Gerrish, Steve/Richmond Sanitary Service Inc., Republic Services, Inc. and Keller Canyon Landfill Company (correct legal entity: Keller Canyon Landfill Company d/b/a Sonoma Landfill) 2011 Charge | Steve Gerrish filed a Complaint of Discrimination with the California Department of Fair Employment and Housing ("DFEH"), in which he claimed he was retaliated against/fired for making inappropriate comments and jokes based on sexual orientation. Simultaneous with the filing of his Complaints, Gerrish requested the cases be closed and immediate right-to-sue notices be issued, which DFEH did. | California Department of Fair Employment and Housing | E201112M0088-00-rc, E201112M0088-01-rc, E201112M0088-02-rc | 07/27/2011 | Simultaneous with the filing of his Complaints, Gerrish requested the cases be closed and immediate right-to-sue notices be issued, which DFEH did. |

| Section | Matter Name | Description | Court OR County | Case No. | Date Resolved | Description of Resolution |
|---------------------------------------|--|--|--|--|---------------|---|
| Parent-G/Responsibility Questionnaire | Islas, Jose/Allied Waste Systems, Inc. & Republic Services, Inc. (correct legal entity: Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County // Republic Services of Contra Costa County | Complainant alleged discrimination and retaliation because of a disability and that as a result he was terminated and denied the following: good faith interactive process, work environment free of discrimination and/or retaliation, employment, family care or medical leave and reasonable accommodation. | California Department of Fair Employment & Housing | 225193-95189-R | 03/24/2014 | Notice of Complaint received along with a Notice of Case Closure and Right to Sue. |
| Parent-G/Responsibility Questionnaire | Megoloff, Melissa/Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County) | Charging party alleged discrimination based on disability. | U. S. Equal Employment Opportunity Commission | 555-2011-00340 | 12/30/2011 | Confidential settlement. |
| Parent-G/Responsibility Questionnaire | Megoloff, Melissa/Republic Services, Inc. (correct legal entity: Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Alameda County) - Claim for Unpaid Wages filed with the Office of the State Labor Commissioner | Plaintiff claimed sick leave hours used in accordance with company policy, but company did not pay the employee. | California Department of Industrial Relations, Division of Labor Standards Enforcement | 07-71817 VLJ | 08/23/2011 | Settled. California Labor Commissioner, Dept. of Industrial Relations, Division of Labor Standards Enforcement issued a Notice - Investigation Completed & Release. |
| Parent-G/Responsibility Questionnaire | Eastland, Fred/Republic Services, Inc. (correct legal entity: Regional Disposal Company (Black River Transfer) | Charging Party alleged discrimination based on race (black) and age. | Seattle Office for Civil Rights | SOCR12PE013; 38E-2012-00026 | | The Seattle Office for Civil Rights issued a Notice of Finding on 3/27/13 stating that it has found no reasonable cause exists to believe that an unfair practice has occurred with respect to the charge. The Charging Party has the right to appeal the Findings within (30) days of the date of the determination. |
| Parent-G/Responsibility Questionnaire | Alvarez, Baltazar/Republic Services, Inc. dba Saguaro Environmental Services (correct legal entity: Republic Services of Arizona Hauling, LLC d/b/a Saguaro Environmental Services) | Charging Party alleged discrimination based on National Origin (Mexican). | Arizona Attorney General's Office, Civil Rights Division & EEOC | CRD No. T11-0067, EEOC No. 35A-2011-00222C | 11/21/2011 | Dismissal issued by the Office of the Attorney General (AZ), Civil Rights Division for the following reason: "Based on its investigation, the Civil Rights Division has concluded that the information obtained is not sufficient to establish violations of the statute(s) and has determined that further investigation is unlikely to produce such evidence." |
| Parent-G/Responsibility Questionnaire | Baker, Mona/Republic Services, Inc. dba Saguaro Environmental Services (correct legal entity: Republic Services of Arizona Hauling, LLC d/b/a Saguaro Environmental Services) | Charging Party alleged discrimination based on Sex (female) and Retaliation (complaints of discrimination). | Arizona Attorney General's Office, Civil Rights Division & EEOC | CRD No. T10-0874, EEOC No. 35A-2010-00621C | 01/10/2011 | Confidential settlement. |
| Parent-G/Responsibility Questionnaire | Miranda, Roxanne/Republic Services, Inc. dba Saguaro Environmental Services (correct legal entity: Republic Services of Arizona Hauling, LLC d/b/a Saguaro Environmental Services) | Charging Party alleged discrimination based on Sex (female) and Retaliation (complaints of discrimination). | Arizona Attorney General's Office, Civil Rights Division & EEOC | CRD No. T10-0875, EEOC No. 35A-2010-00622C | 12/23/2010 | Confidential settlement. |
| Parent-G/Responsibility Questionnaire | Sordyl, James/Republic Services, Inc. (correct legal entity: Republic Services of Arizona Hauling, LLC d/b/a Saguaro Environmental Services) | Charging Party alleged discrimination based on a disability. | U.S. Equal Employment Opportunity Commission; Arizona Attorney General's Office, Civil Rights Div. | 35A-2014-00468C; T14-0548 | | Pending. |
| Parent-G/Responsibility Questionnaire | Salgado, Rene Daniel/Allied Waste Services/Republic Services Inc. (correct legal entity: Allied Waste Systems, Inc. d/b/a Allied Waste Services of San Diego & Republic Services of San Diego) | Complainant alleged he was denied equal pay, terminated from a temporary position as a Mechanical Welder, not hired for a permanent position and retaliated against because of this background check. | California Department of Fair Employment & Housing | E-201112-G-0709-00-rb | 05/18/2012 | After the Complaint of Discrimination was filed, the DFEH determined that further investigation was not warranted and an accusation of discrimination would not be issued. The case was immediately closed and a right-to-sue notice was issued. |

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-Wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Consolidated Disposal Service, L.L.C. dba Republic Services
Company Address: 12949 Telegraph Road
City: Santa Fe Springs State: CA Zip: 90670

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

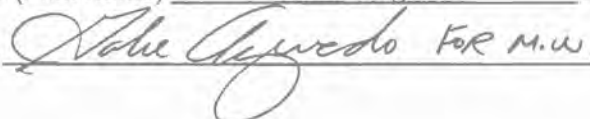
FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/29/2014.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature  Date FEB 10 2016

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

05 100-003107 1203 1

CONSOLIDATED DISPOSAL SERVICES LLC
12949 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-4049

12949 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-4049

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 3/6/2012

| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | STARTED | STATUS |
|-------------------|------------|------------------------|------------|--------|
| 0000208188-0001-1 | L048 | Miscellaneous Services | 02/01/1985 | Active |

CONSOLIDATED DISPOSAL SERVICES LLC

12949 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-4049

12949 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-4009



ISSUED BY:

Antoinette D. Christou

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS

P.O. BOX 53200 LOS ANGELES CA 90053-0200



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

08 100-002268 1205 1

CONSOLIDATED DISPOSAL SERVICES LLC
12949 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-4049

9200 GLENOAKS BOULEVARD
SUN VALLEY, CA 91352-2613

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 5/12/2012

| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | STARTED | STATUS |
|-------------------|------------|------------------------|------------|--------|
| 0000208188-0001-1 | L048 | Miscellaneous Services | 02/01/1985 | Active |

12949
TELEGRAPH
RD

CONSOLIDATED DISPOSAL SERVICES LL

9200 GLENOAKS BOULEVARD
SUN VALLEY, CA 91352-2613

12949 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-4009



ISSUED BY:

Antoinette D. Christaugh

DIRECTOR OF FINANCE



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

08 100-002213 1205 1

CONSOLIDATED DISPOSAL SERVICES LLC
12949 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-4049

2531 E 6TH STREET
LONG BEACH, CA 90814-1130

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

| CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE | | | | |
|---|------------|------------------------|------------|--------|
| THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED | | | | |
| BUSINESS TAX | | | | |
| ISSUED: 5/12/2012 | | | | |
| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | STARTED | STATUS |
| 0000208188-0002-0 | L048 | Miscellaneous Services | 01/01/2007 | Active |

12949
TELEGRAPH
ROAD

2531 E 6TH STREET
LONG BEACH, CA 90814-1130

CONSOLIDATED DISPOSAL SERVICES LL

SANTA FE SPRINGS, CA 90670-4049

ISSUED BY:
Antoinette D. Christaugh
DIRECTOR OF FINANCE

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Consolidated Disposal Service, L.L.C. dba Republic Services

I. Corporate or Main Office Address:

Main Office Address:

9200 Glenoaks Blvd.

Sun Valley, CA 91352

II Total Number of Employees in Organization: 1950

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

145 and 7.43 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Nathan Cabbil, depose and say
that I am Vice President of Consolidated Disposal Service, LLC
dba Republic Service
12949 Telegraph Rd., Santa Fe Springs, CA 90670
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

At February
Date: January 5th 2016 at Phoenix, Arizona
(Month, Day, Year) (City, State)

(Corporate Seal)



I certify or declare under penalty of perjury that the foregoing is correct

(Signature)

Barbara Ann Fagyas
Barbara Ann Fagyas
February 5, 2016

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

List of City of LA contracts:

City of Los Angeles and Browning-Ferris Industries of California, Inc.
For Disposal Services for City Waste (C-93688) and Settlement and Release Agreement
July 1, 1996 – June 30, 2021
\$21,202,000 annually

City of Los Angeles Department of Public Works Bureau of Street Services Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Good and Bulky Items Generated by Bureau of Street Services Citywide Operations
July 1, 2007 – June 30, 2010

Letter of renewal issued July 14, 2010 from City of LA exercising its right to renew for an additional 3 year period at the same contract terms & conditions with an option to renew 1 additional year, which they did. Contract expired June 30, 2014 after final renewal and went out for bid.
\$850,000 annually

LA DWP

Name of contact – Val Amezcua
Total Cost \$9500 average monthly
Start and end date 8/2004 (AW) 7/2006 (CDS) ended 12/2009

Consolidated Disposal Service, L.L.C.
dba Republic Services

Name of Organization

Ronald R. Krall

Print Name

10/27/14

Date

Signature

Vice President

Title

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification

CEC Form 50

This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

20534

Awarding Authority (Department):

Public Works/Bureau of Sanitation

Name of Bidder:

Consolidated Disposal Service L.L.C.
dba Republic Services

Phone:

818974-5136

Address:

9200 Glenoaks Blvd., Sun Valley CA 91352

Email:

spassantino@republicservices.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10/27/14

Signature:

Name:

Ronald R. Krall

Title:

Vice President

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 429
(213) 878-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
20534

Date Bid Submitted:

Description of Contract: RFP City-Wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department): Public Works/Bureau of Sanitation

BIDDER Consolidated Disposal Service, L.L.C.

Name: dba Republic Services

Address: 9200 Glenoaks Blvd., Sun Valley, CA 91352

(818)

Email (optional): spassantino@republicservices.com Phone: 974-5136

State Contractor ID: N/A

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Address: information provided behind this page.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: AAA Rubbish, Inc.

Address: 6920 Foster Bridge Bl., Bell Gardens, CA 90202

State Contractor ID (for identification purposes; if none, indicate "not applicable"): 300-3862-4

Subcontractor: Universal Waste Systems, Inc.

Address: 9010-16 Norwalk Bl., Santa Fe Springs, CA 90670

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1860

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Gregory Kotanjian Title: President/CEO
Address: 6920 Foster Bridge Bl., Bell Gardens 90202

Subcontractor: AAA Rubbish, Inc.

Name: Mark Kotanjian Title: Executive VP
Address: 6920 Foster Bridge Bl. Bell Gardens 90202

Subcontractor: AAA Rubbish, Inc.

Name: Matthew Kotanjian Title: CFO
Address: 6920 Foster Bridge Bl., Bell Gardens 90202

Subcontractor: AAA Rubbish, Inc.

Name: Mark Blackburn Title: President
Address: 9010-16 Norwalk Bl., Santa Fe Springs, 90670

Subcontractor: Universal Waste Systems, Inc.

Name: Matthew Blackburn Title: VP
Address: 9010-16 Norwalk Bl., Santa Fe Springs, 90670

Subcontractor: Universal Waste Systems, Inc.

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10/23/14

Signature: _____

Name: Ronald R. Krall

Title: Area President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: CONSOLIDATED DISPOSAL SERVICE, L.L.C.

FILE NUMBER: 199817510088
REGISTRATION DATE: 06/24/1998
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 3, 2014.

Debra Bowen

DEBRA BOWEN
Secretary of State

RKS

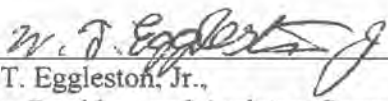
CERTIFICATE OF SECRETARY
RELATING TO THE BID/PROPOSAL
TO PROVIDE MUNICIPAL SOLID WASTE COLLECTION
AND HAULING SERVICES
FOR THE CITY OF LOS ANGELES
IN THE STATE OF CALIFORNIA

The undersigned, Vice President and Assistant Secretary of **CONSOLIDATED DISPOSAL SERVICE, L.L.C.**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **RONALD R. KRALL** holds the title of Area President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of July, 2014.



W.T. Eggleston, Jr.,
Vice President and Assistant Secretary

Corporate Data Sheet Report

As of July 02, 2014

Consolidated Disposal Service, L.L.C.

Incorporated in Delaware on 06/15/1998

Status: Current
Entity Type : Limited Liability Company
Federal ID #: 65-0844469 Internal #: ZR
Domicile:

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

| | <u>Title</u> |
|-------------------------|--------------------------|
| Nathan Cabbil | President |
| Steven Heath Eddleblute | Executive Vice President |
| Brian A. Bales | Vice President |
| Tim M. Benter | Vice President |
| Brian M. DelGhiaccio | Vice President |
| W. T. Eggleston, Jr. | Vice President |
| Ronald R. Krall | Vice President |
| James H. Olson | Vice President |
| Michael P. Rissman | Vice President |
| Andrew J. Sweet | Vice President |
| Lawrence Focazio | Vice President, Tax |
| Eileen B. Schuler | Secretary |
| Tim M. Benter | Assistant Secretary |
| W. T. Eggleston, Jr. | Assistant Secretary |
| Michael P. Rissman | Assistant Secretary |
| Charles F. Serianni | Assistant Secretary |
| Andrew J. Sweet | Assistant Secretary |
| Edward A. Lang, III | Treasurer |
| Marsha A. Lacy | Assistant Treasurer |

Direct Owners

| | <u>Registered in</u> | <u>%Ownership</u> |
|-------------------------|----------------------|-------------------|
| Republic Services, Inc. | Delaware | 100.0000 % |

Registrations

| | | <u>Charter No.</u> | <u>Tax ID No.</u> | <u>Date</u> | <u>End Date</u> |
|------------|---------------|--------------------|-------------------|-------------|-----------------|
| California | Qualification | 199817510088 | | 06/24/1998 | |
| Delaware | Incorporation | 2907615 | | 06/15/1998 | |

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Consolidated Disposal Service LLC dba Republic Services 0000208188-0001-1

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Ronald R. Krall | | |
| Date Executed | City Approval (Signature) | (Print Name) |
| 10/23/14 | | Daniel Meyer |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
UNIVERSAL WASTE SYSTEMS, INC.
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
NORTHEAST ZONE
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

Intentionally left blank

PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and Universal Waste Systems, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, Universal Waste Systems, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| Calendar Day/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
|--|---|
| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | Universal Waste Systems, Inc. |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The Northeast Zone, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22,Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
|--|---|
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
|-------------------------|--|
| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s), consistent with L.A.M.C Section 66.33.2 except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any

location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY's CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are

out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they

meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> Lightweight durable plastic or metal At least four (4) wheels, if applicable Solid, durable bottom Lid with handle Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be

responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and the CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 NEW AND EXISTING FACILITY DEVELOPMENT

The development of new infrastructure under this AGREEMENT is necessary to meet the CITY's Zero Waste goals and comply with State regulations. The CONTRACTOR shall develop the facilities as detailed in Table 6-1. The CONTRACTOR shall ensure the newly developed facilities have the improvements and processing capacity within the dates specified in this Article. Facilities shall meet the requirements of the CITY's Facility Certification process. Facilities shall not be deemed complete (Final Improvement/Construction Completion Date) until they are certified by the CITY. The CONTRACTOR shall provide sufficient documentation, as determined by the CITY, demonstrating compliance with the completion dates. Failure to develop new processing facilities in accordance with this Article may result in termination by default of this AGREEMENT.

Table 6-1: Facilities

| Material to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|--|
| Facility Name | UWS Santa Fe Springs MRF |
| Facility Address | 9010 Norwalk Boulevard, Santa Fe Springs, CA 90670 |
| SWIS NO | PENDING – ESTIMATED JULY 2016 |
| Final Improvement/ Construction Completion Date | JULY 2017 |
| Interim Completion Dates | |
| State Permitting | PENDING – |
| Local Permitting | COMPLETED – Conditional Use Permit Case No. 733, Development Plan Approval Case No. 879, Modification Permit Case No. 1255, and Tentative Parcel Map No. 72288. and Approved July 23, 2015 |
| CEQA Approval | Initial Study/Mitigated Negative Declaration/SCH#2013061045 Adopted July 23, 2015 |
| Daily Processing Capacity (tons) at Completion | Phase I: 750 TPD Phase II: 1,500 TPD |

| Material to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|---|
| Improvement/ Construction to be Completed | <p>The project includes the following elements:</p> <ul style="list-style-type: none"> • Building A. An existing building will undergo remodeling to provide a total of 4,248 square feet of office space (including the mezzanine) and the remaining 28,097 square feet of floor area will be improved to accommodate the new MRF. • Building B. This existing building, consisting of 10,606 square feet of floor area, will be used for the storage of baled, recycled materials. In addition to the storage area, a new 2,180 square-foot enclosed loading dock area will be constructed. A new 715 square-foot restroom will also be added. • Building C. This will be a new building constructed in the eastern portion of the property. This new building will have a total floor area of 20,100 square feet and will be used for the transfer of municipal solid waste (MSW), green waste, and construction and demolition debris. • Building D. This building is an existing two-level office building with a total of 5,376 square feet of office floor area. • Building E. The existing 4,616 square-foot truck repair shop building will be demolished. • Truck Scale. This existing 36-foot long truck scale, located next to Building D, will be removed. The truck scale will provide a record of all incoming and outgoing materials. Two new truck scales will be installed for weighing incoming and outgoing vehicles. <p>Access to the project site will be located on the east side of Norwalk Boulevard. Access will be provided by two existing curb cuts which will be widened. The southernmost driveway will provide ingress and egress for the truck and self-haul traffic while the northern driveway will serve the parking area in front of the main office. The southern driveway will be widened to accommodate trucks entering and exiting the facility.</p> |

| Material to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|--|
| Facility Name | 24 TH Street Transfer Station |
| Facility Address | 2460 E. 24 th Street, Los Angeles, CA 90058 |
| SWIS NO | PENDING |
| Final Improvement/ Construction Completion Date | SEPTEMBER 2017 |
| Interim Completion Dates | |
| State Permitting | PENDING – ESTIMATED DECEMBER 2016 |
| Local Permitting | USE IS PERMITTED BY RIGHT – NO LOCAL PERMITS REQUIRED |
| CEQA Approval | PENDING – ESTIMATED SEPTEMBER 2016 |
| Daily Processing Capacity (tons) at Completion | 1,000 TPD |

| Material to be Processed | SOLID WASTE, COMMINGLED RECYCLABLES, AND ORGANICS |
|---|--|
| Improvement/ Construction to be Completed | The 24th Street Transfer Station will be a one-story metal building with an overall height of approximately 50 feet and include approximately 30,000 square feet of floor area on a 46,000 square foot parcel. The transfer station will include food waste processing equipment, an at-grade load-out area that can accommodate two transfer trucks, push-walls, a tipping area which can accommodate multiple collection vehicles, a hazmat locker, and separate ingress/egress points for collection and transfer trucks. A 45-foot long automated scale and radiation detector will also be included. An adjacent 11,600 square foot parcel will be developed with a portable trailer which will include offices, a break room and restrooms, and required parking. The facility will be permitted for a 1,000 ton per day maximum capacity. |

6.6 USE OF NEW AND EXPANDED FACILITY INFRASTRUCTURE GUARANTEED

The new and expanded CERTIFIED FACILITIES described in Section 6.5 shall guarantee capacity for the SOLID RESOURCES collected under this AGREEMENT. Capacity beyond what is needed to provide services to CUSTOMERS may be offered for use with other materials generated within the CITY, terms for this use may be defined during the term of this AGREEMENT.

6.7 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those as specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|-------------------------|---------|--------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing

CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|---|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 10.5 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--------------------------|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|---|---|---|
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the

new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Name, Title: Joe Matz, Los Angeles Area Division Manager
- Address: 9010-9016 Norwalk Blvd., Santa Fe Springs, CA 90670/
P.O. Box 3038, Whittier, CA 90650
- TEL: (323) 923-2825/FAX Number: (323) 587-6365/
Email address: joem@uwscompany.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$9,000,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774
daniel.meyers@lacity.org

Facsimile (213) 485-3671

Email:

To CONTRACTOR:

Primary:

Contact Person: Joe Matz

Address: 2460 E. 24th St., Los Angeles CA 90058

Telephone: (323) 923-2825

Facsimile: (323) 587-6365

Email: TBA

Secondary

Contact Person: Carey Merrill

Address: 9016 Norwalk Blvd., Santa Fe Springs CA 90670

Telephone: (562) 205-4999 Cell: (562) 857-4343 Facsimile: (562) 941-4915

Email: carey@uwscompany.com

Tertiary

Contact Person: Matt Blackburn

Address: 9016 Norwalk Blvd., Santa Fe Springs CA 90670

Telephone: (562) 205-4990 Cell: (909) 859-5731 Facsimile: (562) 941-4915

Email: Matt@UWScompany.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

UNIVERSAL WASTE SYSTEM

By: 

Title: PRESIDENT

Date: 9-7-16

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: 

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | NE - Northeast LA | | | | | | | | |
|--|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 134,823 | 135,864 | 136,906 | 137,947 | 138,989 | 140,031 | 141,072 | 142,114 | 143,155 |
| Target Disposal (Year 2025)** | | | | | | | | | 95,386 |
| Projected Disposal (tons) | 114,786 | 95,564 | 75,782 | 67,420 | 63,761 | 60,130 | 56,540 | 52,778 | 49,120 |
| Projected Diversion (tons) | 20,037 | 40,300 | 61,124 | 70,527 | 75,228 | 79,901 | 84,532 | 89,336 | 94,035 |
| Commingled Recycling Diversion (tons) | 14,735 | 29,693 | 45,036 | 51,966 | 55,429 | 58,894 | 62,259 | 65,823 | 69,287 |
| Food Waste (tons) | 4,767 | 9,537 | 14,464 | 16,688 | 17,801 | 18,915 | 20,026 | 21,139 | 22,251 |
| Yard Waste (tons) | 535 | 1,070 | 1,624 | 1,873 | 1,998 | 2,092 | 2,247 | 2,374 | 2,497 |
| Other Diversion (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

*These are the projected values, to be assumed for the purpose of this plan.

**By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT.

Zone NE - Program Name: Multi-family

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 7,166 | 14,332 | 21,738 | 25,084 | 26,755 | 28,397 | 29,999 | 31,773 | 33,444 |
| Diverted Commingled Recyclables (tons) | 4,026 | 8,052 | 12,212 | 14,092 | 15,031 | 15,971 | 16,810 | 17,850 | 18,789 |
| Diverted Organics (tons) | 3,140 | 6,280 | 9,526 | 10,992 | 11,724 | 12,426 | 13,189 | 13,923 | 14,655 |
| Food Waste (tons) | 2,826 | 5,652 | 8,573 | 9,892 | 10,551 | 11,211 | 11,870 | 12,530 | 13,189 |
| Yard Waste (tons) | 314 | 628 | 953 | 1,100 | 1,173 | 1,215 | 1,319 | 1,393 | 1,466 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Give every unit a special green pail and compostable bag liners. Continue the blue bin program with enhanced education and monitoring. Dynamic auditor/inspector program working in teams with collection truck drivers in designated areas within the zone. Every account audited once per year, and inspected once per quarter. Continuous meetings with civic groups, churches, neighborhood councils and others.

Diversion theme, implementing strategy and/or methodology:

Enroll one "champion" in every complex who will be our main contact and assist in distribution of bags, hanging posters, convening meetings, and generally be our advocate on site. Make the organics handling more convenient by offering every unit an attractive counter-top container, with compostable bags for carrying material and depositing in the green carts. Keep the green carts clean and minimize odors with on-site washing by CMG.

Target Audience

Multi-family residents.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Auditors will play key role in setting up the program and remaining in contact with the key person at each complex. Visit once a year. Inspectors will visit once per quarter and will weigh the green and blue bins, evaluate for contamination and upload a report to the website and email the key contact at the complex with amount of material diverted and quality of separation. An award/reward program "Top 10!" will acknowledge the best 10% of complex performers.

Zone NE - Program Name: Commercial

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 ^a |
|--|--------|--------|--------|--------|--------|--------|--------|--------|-------------------|
| Diversion due to this program (tons) | 11,135 | 22,270 | 33,778 | 38,974 | 41,572 | 44,171 | 46,769 | 49,367 | 51,965 |
| Diverted Commingled Recyclables (tons) | 10,123 | 20,246 | 30,707 | 35,431 | 37,793 | 40,155 | 42,517 | 44,879 | 47,241 |
| Diverted Organics (tons) | 1,012 | 2,024 | 3,071 | 3,543 | 3,779 | 4,016 | 4,252 | 4,488 | 4,724 |
| Food Waste (tons) | 860 | 1,721 | 2,610 | 3,011 | 3,212 | 3,413 | 3,614 | 3,814 | 4,015 |
| Yard Waste (tons) | 152 | 303 | 461 | 532 | 567 | 603 | 638 | 674 | 709 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Provide every commercial account with in-office green container for organics with compostable plastic bag liners; and offer blue containers for sale for in office use. Dynamic auditor/inspector program working in teams with collection truck drivers in designated areas within the zone. Every account audited once per year, and inspected once per quarter. Continuous meetings with business groups, civic groups, neighborhood councils and others.

Diversion theme, implementing strategy and/or methodology:

Enroll one "champion" in every complex as main contact and to assist in distribution of bags, hanging posters, convening meetings. Work closely with building managers and custodial companies to coordinate collection and handling of blue and green bin material. Keep the green carts clean and minimize odors with on-site washing by CMG.

Target Audience

All commercial accounts, except restaurants that have their own program.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Auditors will play key role in setting up program and remaining in contact with the key person at each complex. Visit once a year. Inspectors will visit once per quarter, weigh green and blue bins, evaluate for contamination, upload a report to the website and email the key contact with amount of material diverted and quality of separation. An award/reward program "Top 10!" will acknowledge the best 10% of complex performers.

Zone NE - Program Name: Restaurants

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 1,043 | 2,087 | 3,164 | 3,651 | 3,894 | 4,138 | 4,382 | 4,625 | 4,868 |
| Diverted Commingled Recyclables (tons) | 123 | 245 | 372 | 430 | 458 | 487 | 516 | 544 | 573 |
| Diverted Organics (tons) | 920 | 1,842 | 3,792 | 3,221 | 3,436 | 3,651 | 3,866 | 4,081 | 4,295 |
| Food Waste (tons) | 874 | 1,749 | 2,652 | 3,060 | 3,264 | 3,468 | 3,672 | 3,876 | 4,080 |
| Yard Waste (tons) | 46 | 93 | 140 | 161 | 172 | 183 | 194 | 205 | 215 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Special meetings with chain store management to align on consistent programs throughout company (fast food, Starbucks, etc.). Dynamic auditor/inspector program working in teams with collection truck drivers in designated areas within the zone. Every account audited once per year, and inspected once per quarter. Annual meeting with corporate management to report on success, and needed improvements.

Diversion theme, implementing strategy and/or methodology:

The theme is sustainability. Foodwaste goes to composting or AD for conversion to soil amendment for organic crops, or energy to run processing equipment and fuel the collection trucks that service the account. Convenience is the key, and our auditors will work with corporate management, restaurant managers, and kitchen staff to customize programs for each account. Green carts washed in field for odor control.

Target Audience

Restaurants and all other commercial food establishments.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Auditors will play key role in setting up the program and remaining in contact with the key manager at each restaurant. Visit once a year. Inspectors will visit once per quarter, weigh the green and blue bins, evaluate for contamination and upload a report to the website and email the key contact with amount of material diverted and quality of separation. An award/reward program "Top 10!" will acknowledge the best 10% of performers.

Zone NE - Program Name: Large Venues

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 693 | 1,611 | 2,444 | 2,818 | 3,007 | 3,195 | 3,382 | 3,571 | 3,758 |
| Diverted Commingled Recyclables (tons) | 463 | 1,150 | 1,745 | 2,013 | 2,147 | 2,281 | 2,416 | 2,550 | 2,684 |
| Diverted Organics (tons) | 230 | 461 | 699 | 805 | 860 | 914 | 966 | 1,021 | 1,074 |
| Food Waste (tons) | 207 | 415 | 629 | 725 | 774 | 823 | 870 | 919 | 967 |
| Yard Waste (tons) | 23 | 46 | 70 | 80 | 86 | 91 | 96 | 102 | 107 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

By their nature, these large generators will require specialized and customized diversion programs. Auditors and inspectors will concentrate their visits during active seasons and for big events. Meetings with corporate managers will focus on convenience for the audience, publicity, signage, custodial crew training and other key aspects.

Diversion theme, implementing strategy and/or methodology:

The theme is sustainability. Foodwaste goes to composting or AD for conversion to soil amendment for organic crops, or energy to run processing equipment and fuel the collection trucks that service the account. Convenience is the key, and our auditors will work with corporate management, venue managers, and staff to customize and enhance existing programs. Green carts washed in field for odor control.

Target Audience

Participants at concert halls, arenas, ball parks, museums, convention centers.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Auditors will play key role in setting up program and remaining in contact with the key person at each venue. Auditors will also attend some events to monitor. Inspectors will visit frequently during active season and after big events, and evaluate for participation/contamination, upload a report to the website and email the key contact with amount of material diverted and quality of separation. Roll-offs will be weighed at processing sites.

Appendix B: Facility Utilization Plan

| ZONE: North East | | | | |
|---|--|---|--------------------------------|--|
| <i>SOLID WASTE – Disposal/Transfer</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>CLARTS</i> | <i>2201 E. Washington Blvd., Los Angeles 90021</i> | <i>19-AR-1182</i> | <i>Primary Transload</i> | <i>Contract Execution</i> |
| <i>Chiquita Canyon Landfill</i> | <i>29201 Henry Mayo Dr., Castaic 91384</i> | <i>19-AA-0052</i> | <i>Transload Disposal Site</i> | <i>Contract Execution</i> |
| <i>24th St. Transfer Station</i> | <i>2460 E. 24th St., Los Angeles CA 90058</i> | <i>Under Development</i> | <i>Primary once completed</i> | <i>Est. end of 2017 beginning 2018</i> |
| ZONE: North East | | | | |
| <i>SOLID WASTE – Processing</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>UWS Santa Fe Springs MRF</i> | <i>9016 Norwalk Blvd. Santa Fe Springs 90670</i> | <i>Pending Should Be Issued in July</i> | <i>Primary</i> | <i>7/1/17</i> |
| <i>Puente Hills Material Recovery Facility</i> | <i>2808 S. Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Secondary</i> | <i>Contract Execution</i> |
| ZONE: North East Zone | | | | |
| <i>SOURCE- SEPARATED RECYCLABLES – Processing</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>Angelus Western Paper Fibers Inc.</i> | <i>2474 Porter Street, Los Angeles CA 90012</i> | <i>19-AR-1185</i> | <i>Primary</i> | <i>Contract Execution</i> |
| <i>Sun Valley Paper Stock</i> | <i>11166 Pendelton St., Sun Valley 91352</i> | <i>19-AR-1227</i> | <i>Secondary</i> | <i>Contract Execution</i> |
| ZONE: North East Zone | | | | |
| <i>ORGANICS – Pre-Processing</i> | | | | |

ZONE: North East

| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
|--|--|--------------------------|-------------------------------|--|
| <i>Community Recycling and Resource Recovery</i> | <i>9189 DeGarmo Ave, Sun Valley CA 91352</i> | <i>19-AR-0303</i> | <i>Primary</i> | <i>Contract Execution</i> |
| <i>24th St. Transfer Station</i> | <i>2460 E. 24th St., Los Angeles CA 90058</i> | <i>Under Development</i> | <i>Primary once completed</i> | <i>Est. end of 2017 beginning 2018</i> |

ZONE: North East Zone**ORGANICS – Processing**

| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
|--------------------------------------|--|-------------------|-----------------------------|----------------------------|
| <i>Blossom Valley Organics South</i> | <i>6061 N. Wheeler Ridge Road, Lamont CA 93241</i> | <i>15-AA-0307</i> | <i>Primary</i> | <i>Contract Execution</i> |
| <i>Orange MRF Recycling</i> | <i>2050 N. Glassell St., Orange CA 92865</i> | <i>30-AB-0363</i> | <i>Secondary</i> | <i>Contract Execution</i> |
| <i>Puente Hills MRF</i> | <i>2808 Workman Mill, Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Secondary</i> | <i>Contract Execution</i> |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| Days/week | Bin | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service

(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

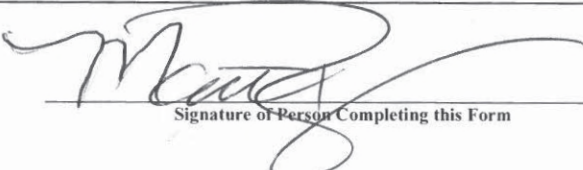
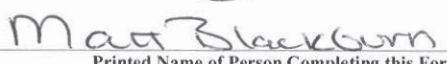


**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|--|
| Project Title LA Citywide Multifamily Recycling program |
|--|

| | |
|---|---|
| Proposer Universal Waste Systems Inc. | Address 9016 Norwalk Blvd., Santa Fe Springs CA 90670 – Corporate Office 2460 E. 24 th St, Los Angeles CA 90058 – Operating Facility |
| Contact Person Matt Blackburn | Phone/Fax Phone: 562-941-4900 Fax: 562-941-4915 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| A&B Recycling and Disposal 16360 Chella Dr. Hacienda Heights, CA 91745 626-945-5750 George Nazaroff | Custodial services and Diversion Plan management for Park La Brea Apartments | OBE | | \$0.00 |
| Angelus Western 2474 Porter Street Los Angeles, CA 90021 213-623-9221 Greg and Tom Rouchon | Processing of blue bin materials | OBE | | \$5,000,000.00 |
| Chiquita Canyon Landfill 29201 Henry Mayo Drive Castaic, CA 91384 661-257-5730 Mike Dean | Landfill disposal Green and food waste composting | OBE | | \$10,000,000.00 |
| Clements Environmental 15230 Burbank Blvd. Suite 103 Sherman Oaks, CA 91411 818-267-5100 Chip Clements | Individual account inspections and waste audits (the SMART Team) | SBE, LBE | | \$5,000,000.00 |
| Container Management Group 840 W. Grove Ave. Orange, CA 92865 949-289-0305 Maria Chacon-Ferrante | Container management and transition including container inventory, container purchasing/trading, cleaning, repair, and painting. | SBE, WBE, MBE | | \$1,500,000.00 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |  Signature of Person Completing this Form  Printed Name of Person Completing this Form <div style="display: flex; justify-content: space-around;"> <div>  Title </div> <div>  Date </div> </div> |
|--|-----------------|---------|---|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$3,050,000.00 | .88% | |
| TOTAL WBE AMOUNT | \$3,650,000.00 | 1.06% | |
| TOTAL SBE AMOUNT | \$8,260,000.00 | 2.39% | |
| TOTAL EBE AMOUNT | \$ | % | |
| TOTAL DVBE AMOUNT | \$ | % | |
| TOTAL OBE AMOUNT | \$16,050,000.00 | 4.65% | |
| BASE BID AMOUNT | \$ 345,510,000 | | |

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

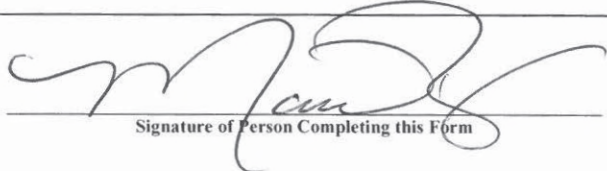
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|--|
| Project Title | LA Citywide Multifamily Recycling program |
|----------------------|--|


| | |
|---|---|
| Proposer Universal Waste Systems Inc. | Address 9016 Norwalk Blvd., Santa Fe Springs CA 90670 – Corporate Office 2460 E. 24 th St, Los Angeles CA 90058 – Operating Facility |
| Contact Person Matt Blackburn | Phone/Fax Phone: 562-941-4900 Fax: 562-941-4915 |

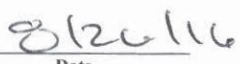
| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Fleetmind Solutions Inc. 1751 Richardson, Suite 7200 Montreal, QC, H3k 1G6 888-639-1666 James Phillips | Onboard computer/GPS technology with comprehensive mapping, reporting, and web portal software | OBE | | \$250,000.00 |
| Law Offices of Gideon Kracov 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 213-629-2071 Gideon Kracov | Legal and regulatory services | LBE, SBE | | \$200,000.00 |
| Isidore Electronics Recycling 2060 East 7th Street Los Angeles, CA 90021 323-222-3322 Kabira Stokes | Commercial & multi- family e-waste collection, hard drive and data device shredding, e-waste collection outreach campaigns | WBE | | \$0.00 |
| MDM Analytics PO Box 402 Nevada City, CA 95959 310-889-4176 Joe Reisdorf | Database design, implementation, and hosting; website design and hosting; creation and deployment of mobile data collection programs; design, implementation, and hosting of reporting systems for recycling and waste management programs; general program planning | OBE | | \$200,000.00 |
| Pinnacle Petroleum 7911 Professional Circle Huntington Beach, CA 92648 714-841-8877 Angela Wisdom | Supplier of oil, lubes, and CNG fueling capabilities | WBE | | \$600,000.00 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|-----------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$3,050,000.00 | .88% |
| TOTAL WBE AMOUNT | \$3,650,000.00 | 1.06% |
| TOTAL SBE AMOUNT | \$8,260,000.00 | 2.39% |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$16,050,000.00 | 4.65% |
| BASE BID AMOUNT | \$ 345,510,000 | |


 Signature of Person Completing this Form

Matt Blackburn, I
 Printed Name of Person Completing this Form


 Title


 Date

MUST BE SUBMITTED WITH PROPOSAL

SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

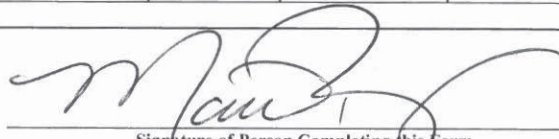
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|--|
| Project Title LA Citywide Multifamily Recycling program |
|--|

| | |
|---|---|
| Proposer Universal Waste Systems Inc. | Address 9016 Norwalk Blvd., Santa Fe Springs CA 90670 – Corporate Office 2460 E. 24 th St, Los Angeles CA 90058 – Operating Facility |
| Contact Person Matt Blackburn | Phone/Fax Phone: 562-941-4900 Fax: 562-941-4915 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|---|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| The Robert Group 3108 Los Feliz Boulevard Los Angeles, CA 90039 323-669-9100 Christine Robert | Implementation of outreach and education strategies; Engagement with the public, including: community groups, educational institutions, business groups, non-profit groups, etc.; Media relations, community presentations, workshops, etc. | SBE, WBE, MBE, DBE, LBE | | \$1,500,000.00 |
| Schafer Consulting 24681 La Plaza, Suite 240 Dana Point, CA 92629 949-388-4577 Nancy Schafer | Implementation of the CRM Seibel System, end user training for the CRM Seibel System, development of a comprehensive Customer Service Department training plan, assistance with other IT requirements | SBE, WBE, MBE, DBE, LBE | | \$50,000.00 |
| VigilEye Security Systems 12405 Venice Blvd. #268 5110 Los Angeles, CA 90066 310-737-7537 Marty Holyfield | Providing night-vision color cameras for on-truck system | SBE LBE | | \$10,000.00 |
| Consolidated Fabricators 14620 Arminta St. Van Nuys, CA 91402 323-640-4078 Kerry Holmes | Manufacturing of steel refuse and recycling containers, organics bins, and plastic liners | OBE | | \$400,000.00 |
| Rehrig Pacific Company 4010 East 26th Street Los Angeles, CA 90058 323-262-5145 Yasi Jahanshahi | Manufacturing of commercial containers and roll-out carts, primarily plastic | OBE | | \$200,000.00 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|-----------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$3,050,000.00 | .88% |
| TOTAL WBE AMOUNT | \$3,650,000.00 | 1.06% |
| TOTAL SBE AMOUNT | \$8,260,000.00 | 2.39% |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$16,050,000.00 | 4.65% |
| BASE BID AMOUNT | \$ 345,510,000 | |


 Signature of Person Completing this Form

Matt Blackburn, VP
 Printed Name of Person Completing this Form

VP
Title

8/26/16
Date

MUST BE SUBMITTED WITH PROPOSAL

Explanation for \$0 allocation under Schedule A

A&B Recycling and Disposal – Universal Waste Systems (UWS) only proposed using this vendor for the specific zone of North Central. UWS is currently not being recommended for that zone, and we will not be using A&B Recycling and Disposal.

Isidore Electronic Recycling – UWS has not committed any dollars from this contract to Isidore Recycling, because this service is not typically a service that we would pay for. UWS does plan to recommend Isidore as a 3rd party recycling vendor for our clients.

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---|
| PRODUCER McConnell, Manit & Trout Insurance Services, LLC P.O. Box 637 San Luis Obispo CA 93406 | CONTACT NAME: Erin Viker PHONE (A/C, No, Ext): (805) 545-8206 E-MAIL: erin@mmtinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Financial Pacific Ins. Co. INSURER B: Burlington Insurance Company INSURER C: Pioneer Special Risk INSURER D: Travelers Property & Casualty INSURER E: INSURER F: | FAX (A/C, No): (805) 545-8224 NAIC # 31453 23620 40312 25674 |
| INSURED Universal Waste Systems, Inc 9016 Norwalk Boulevard Santa Fe Springs CA 90670 | | |

COVERAGES

CERTIFICATE NUMBER: 16-17 EOI All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------------------------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 60449533 | 7/21/2016 | 7/21/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 60449533 | 7/21/2016 | 7/21/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ |
| A | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | 60449533 | 7/21/2016 | 7/21/2017 | EACH OCCURRENCE \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS | | HFF0003738 | 7/21/2016 | 7/21/2017 | AGGREGATE \$ Excess Second Layer) \$ 4,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Pollution (CPL/TPL) | | CPP-0000004-01 | 3/25/2016 | 7/21/2017 | Each Loss Limit 5,000,000 |
| D | Excess Liability | | ZUP-21N76525-16-NF | 7/21/2016 | 7/21/2017 | Excess (Third Layer) 15,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McConnell/ERIN

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Additional Named Insureds

Other Named Insureds

| | |
|-----------------------------------|---|
| AAA Portable Restroom Co | Additional Named Insured |
| AAA Portable Toilets | Doing Business As |
| E. Holt Blvd Properties, LLC | Limited Liability Company, Additional Named Insured |
| Green Wise Soil Technologies, Inc | Corporation, Additional Named Insured |
| Holt Blvd Properties, LLC | Limited Liability Company, Additional Named Insured |
| Norwalk Blvd Prop, LLC | Limited Liability Company, Additional Named Insured |
| Nu-Way Roll Off | Doing Business As |
| OH Casey | Doing Business As |
| Placentia Ave Properties, LLC | Limited Liability Company, Additional Named Insured |
| Specialty Bin Rentals | Doing Business As |
| Stage Rd Properties, LLC | Limited Liability Company, Additional Named Insured |
| Waste Control Associates, Inc | Corporation, Additional Named Insured |
| White House Sanitation | Doing Business As |



PO Box 59689 Birmingham, AL 35259-9689 Phone: (800) 824-1709 Fax: (205) 879-3739

CONFIRMATION OF COVERAGE BOUND (BINDER CONFIRMATION)

Date: Jul 21, 2016
Attn: Erin Viker
Agency: RJ McConnell Insurance Services - San Luis Obispo
From: Adeline Blaylock
Phone #: (805) 545-8206
Fax #: (805) 545-8224

We are pleased to confirm the following coverage that has been bound by the carrier shown below. Please note that this binder confirmation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder confirmation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms confirmed below and those terms originally requested.

This coverage may not be bound without a fully executed brokerage agreement.

Insured Name: Universal Waste Systems, Inc. **ID#:**5007865 -
Mailing Address: 9016 Norwalk Boulevard
Santa Fe Springs, CA 90670
Physical Address: 9010 Norwalk Boulevard
Santa Fe Springs, CA 90670
Description: Non-hazardous solid waste hauler, recycling, toilet rentals
Carrier: Burlington Insurance Company - Burlington NAIC: 23620
Coverage: **EXCESS LIABILITY** **Policy Number:** HFF0003738
Effective: 7/21/2016 **Expiration:** 7/21/2017
Limits of Liability:
\$4,000,000 Each Occurrence
\$4,000,000 Aggregate

Excess of: \$1,000,000

Rate: Flat

| | |
|-----------------------------|-----------------|
| Policy Premium: | \$105,000.00 |
| TRIPRA Premium: | REJECTED |
| Policy Fee | \$300.00 |
| Surplus Lines Tax: | \$3,150.00 |
| Stamping Office Fee: | \$210.00 |

TOTAL : \$108,660.00

Commission: 5% **MEP:** 25%

Terms & Conditions:

No Flat Cancellations

Twenty Five (25%) Minimum Earned Premium

100% due upon receipt of premium accounting statement

Should the insured elect tria coverage, please add \$5500 to quoted premium plus tax.

Subjectivities

This quote is subject to the receipt of the following prior to binding:

1) A copy of the United Fire GL and Umbrella coverages, terms, and conditions.

If coverage is bound Endorsement IFG-FX-0161 (Exclusion - Designated Operations Covered By A Consolidated Wrap Up Insurance Program -fill in: All operation under a wrap up insurance program) will be added to the policy.

Conditions:

1. This quote supersedes any previous quote for the Applicant.
2. This quote expires 30 days from the quote date or the inception date of coverage, whichever is sooner.
3. Endorsement numbers listed in this quote are subject to change prior to policy issuance.
4. This quote may differ from the terms and conditions requested in the submission.
5. IFG Companies maintains the right to modify terms and conditions in the event information conflicting with the submission is received or there is a material change in the risk subsequent to the quote date.
6. All underlying carriers must have an A.M. Best rating of A- VII or higher, unless agreed to in writing.
7. Request to bind coverage must be in writing along with written confirmation of intent to purchase or decline TRIA Coverage by including an executed copy of Form C electing or rejecting TRIA.
8. If bound, a copy of the Controlling Underlying General Liability policy, or Controlling lead Umbrella / Excess policy if in an excess position, will be required within 60 days of the effective date unless written by IFG Companies. If this policy applies to Automobile Liability, Employers Liability or any other ancillary coverages, a copy of the declarations page will be required within 60 days of the effective date. Upon our receipt and review of such policy or policies, we reserve the right to make changes to the terms and conditions of our policy.
9. All surplus lines taxes, fees and filings (if applicable) are the responsibility of the producer (broker or agent).

Home State: CALIFORNIA

The Home State was determined based on the information provided in your submission and the completed Declaration of Home State form. Please ensure the correct Home State is listed. Incorrect information could result in additional or return taxes, fees, surcharges, penalties, interest, and assessments at a later date, and in addition to what is shown. Additionally, please note that this is the current tax calculation based on the Home State but there could be changes that result in additional or return tax - due at a later date - based on future enactments of surplus lines laws by any of the various states.

Forms and Endorsements:

| | |
|---------------------|--|
| BG-I-015 11 14 | 25% Minimum Earned Premium |
| CX 21 01 09 08 | Nuclear Energy Liability Exclusion |
| CX 21 02 04 13 | Total Pollution Exclusion |
| CX 21 16 04 13 | Exclusion - Silica |
| CX 21 19 04 13 | Excl. - Employment Practices |
| CX 21 20 04 13 | Excl. - Professional |
| CX 21 56 09 08 | Auto - Excl. of Terrorism |
| D-2 10 15 | California Surplus Lines Notice |
| IFG-FB-000 11 14 | Excess Liability Declarations |
| IFG-FX-0001 11 14 | Excess Liab Coverage Form |
| IFG-FX-0027 06 15 | Excl - Aircraft Products And Grounding |
| IFG-FX-0028 11 14 | Excl - Care, Custody or Control |
| IFG-FX-0036 11 14 | Exclusion - Lead Bearing Substance |
| IFG-FX-0039 11 14 | Exclusion - ERISA |
| IFG-FX-0063 11 14 | Exclusion - Fungi or Bacteria |
| IFG-FX-0064 11 14 | Exclusion - Punitive Damages |
| IFG-FX-0067 11 14 | Exclusion - Intellectual Property |
| IFG-FX-0071 11 14 | Exclusion - War |
| IFG-FX-0077 11 14 | Exclusion - Record Distribute Info |
| IFG-FX-0078 11 14 | Exclusion - Asbestos |
| IFG-FX-0103 11 14 | Amendment of Premium Conditions |
| IFG-FX-0158 05 15 | Excl-Confid Info & Comp Syst Liab |
| IFG-FX-0163 04 15 | Excl - Cross Suits - Named Insured |
| IFG-I-000201 16 | Policy Cover Page (TBIC) |
| IFG-I-0150 03 03 | Listing of Forms and Endorsements |
| IFG-I-0408 12 13 CA | Service of Suit Amendment |

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, building expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO & Prime Rate Insurance Premium Finance Companies, which are affiliates of CRC. AFCO provides premium financing solutions for large and mid-size corporate accounts; Prime Rate offers solutions for smaller commercial and personal lines.

Find out how premium financing works and how it can expand your relationship with your clients by e-mailing premiumfinance@afco.com; or call toll- free **866-669-0937** and **press 81**. Additional information is available at www.afco.com and www.primeratepfc.com.

Adeline Blaylock
5007865

CONFIDENTIAL



PO Box 59689 Birmingham, AL 35259-9689 Phone: (800) 824-1709 Fax: (205) 879-3739

CONFIRMATION OF COVERAGE BOUND (BINDER CONFIRMATION)

Date: Jul 21, 2016
Attn: Erin Viker
Agency: RJ McConnell Insurance Services - San Luis Obispo
From: Adeline Blaylock
Phone #: (805) 545-8206
Fax #: (805) 545-8224

We are pleased to confirm the following coverage that has been bound by the carrier shown below. Please note that this binder confirmation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder confirmation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms confirmed below and those terms originally requested.

This coverage may not be bound without a fully executed brokerage agreement.

Insured Name: Universal Waste Systems, Inc **ID#:**5269876 -

Mailing Address: 9016 Norwalk Boulevard
Santa Fe Springs, CA 90670

Description: Non-Hazardous Solid Waste Hauler

Carrier: Travelers Property Casualty Company of America NAIC: 25674

Coverage: EXCESS LIABILITY **Policy Number:** ZUP-21N76525-16-NF

Effective: 7/21/2016 **Expiration:** 7/21/2017

Limits of Liability:

\$15,000,000 Each Occurrence
\$15,000,000 Annual Aggregate

Excess of Burlington (\$4,000,000)

Excess of UFG (\$1,000,000)

Excess of Required Underlying

Policy Premium: \$71,250.00
TRIPRA Premium: REJECTED
Policy Fee: \$800.00

TOTAL : \$72,050.00

Commission: 5% **MEP:** 25%

Terms & Conditions:

No Flat Cancellations.

Should the insured elect tria coverage, please add \$750 to quoted premium, no tax.

POLICY FORM, TERMS AND CONDITIONS:

Amendment - Follow Form to Exclusions in Underlying Insurance Only When Excess of Controlling Underlying Insurance and Post Judgement Interest, XP0211

Amendment of Common Policy Conditions--Prohibited Coverage--Unlicensed Insurance And Trade Or Economic Sanctions, XP0237

California Changes - Cancellation and Nonrenewal, XP0024

Controlling Underlying Policies and Limits, CGD077

Excess (Following Form) Liability Insurance, XP0001

Exclusion - Access or Disclosure Of Confidential or Personal Information Limitation, XP0204

Exclusion - Designated Professional Services, XP0169 (All Professional Services)

Exclusion - Unsolicited Communications, XP0260

Fungi or Bacteria Exclusion, XP0174

Important Notice Regarding Independent Agent Broker Compensation, PNT454

Policy Declarations Excess (Following Form) Liability Insurance Policy, CGT096

Silica Exclusion, XP0181

Total Pollution Exclusion, XP0189

Underlying Policies and Limits, CGD087

Uninsured/Underinsured Motorists And No-Fault Exclusion, XP0120

Subject to: (This quotation may be voided or the policy canceled if the following are not fully complied with.) Please review carefully as most, if not all, are required to bind coverage.

- A. All underlying carriers must meet our underwriting guidelines (AM Best rating of A-VI or better).
- B. We require copies of the underlying policies within 60 days of binding and we reserve the right to modify, back to inception, our policy provisions as we see fit in response to any material differences, as determined in our sole discretion, between the underlying policies and their corresponding binders.
- C. If there are any layers above our layer, with the insured's consent, please provide the carrier's name, limit and their respective premiums.
- D. Coverage follows form to the Immediate Underlying Insurance on Uninsured/Underinsured Motorist coverage. Please complete and sign the selection/rejection forms. Signed selection/rejection forms are required within 15 days of binding coverage

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, building expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO & Prime Rate Insurance Premium Finance Companies, which are affiliates of CRC. AFCO provides premium financing solutions for large and mid-size corporate accounts; Prime Rate offers solutions for smaller commercial and personal lines.

Find out how premium financing works and how it can expand your relationship with your clients by e-mailing premiumfinance@afco.com; or call toll- free [866-669-0937](tel:866-669-0937) and press 81. Additional information is available at www.afco.com and www.primeratepfc.com.

Adeline Blaylock
5269876

CONFIDENTIAL

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
 as PRINCIPAL(S), and _____, a
 corporation organized under the laws of the State of _____ and duly authorized to
 transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
 Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
 Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
 and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
 successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
 about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
 documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
 its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
 addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
 to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
 conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
 remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
 herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

 (Principal)

 (Principal)

 (Principal)

 (Principal)

By _____ (Attorney-in-Fact)

 (Surety)

- 1. Corporate or Individual principal must be on Corporate Acknowledgement form.**
- 2. Corporate Seal must be impressed hereon in case of corporation.**

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Universal Waste Systems Inc BAVN Company ID # 58943

Company Address: PO Box 3038

City: Canoga Park State: CA Zip: 91305

Contact Person: Matt Blackburn Phone: (562) 945 8236 E-mail: matt@uwscompany.com

Approximate Number of Employees in the United States: 185

Approximate Number of Employees in the City of Los Angeles: 60

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Universal Waste Systems will comply with the Equal Benefits Ordinance requirements as
Company Name

indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of February, in the year 20 16, at Santa Fe Springs, CA
(City) (State)

Signature

Matt Blackburn
Name of Signatory (please print)

UP
Title

PO Box 3038
Mailing Address

Whittier, CA 90605
City, State, Zip Code

33-019-4543
EIN/TIN

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeo@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Universal Waste Systems will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of February, in the year 2016, at Santa Fe Springs, CA.
(City) (State)

Matt Blackburn
Signature

Matt Blackburn
Name of Signatory (Please Print)

VP
Title

58943
BAVN ID No.

PO Box 3638
Mailing Address

Whittier, CA 90605
City, State, Zip Code

33-019-4543
EIN/TIN

Matt@uwscompany.com
E-Mail

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Mark Blackburn, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | | | |
|--------------------------------|-------------------------|------------------|-------------------|
| <u>Universal Waste Systems</u> | <u>(62) 695-8236</u> | <u>33-094543</u> | <u>58943</u> |
| Company Name | Phone | Federal ID # | BAVN Company ID # |
| <u>9016 Norwalk Blvd.</u> | <u>Santa Fe Springs</u> | <u>CA</u> | <u>90670</u> |
| Street Address | City | State | Zip |
3. The Company came into existence in 1986 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):
☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on Oct. 23 2012 at Santa Fe Springs, CA
(Date) (City) (State)

Signature: [Signature] Title: President

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee 501(c)(3) non-profit organization | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | Date _____ | | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Bureau of Sanitation Lisa Carlson (913) 485-2360
City Department/Division Awarding Contract City Contact Person Phone

20534 City Wide Exclusive Franchise Systems for Municipal
City Bid or Contract Number (if applicable) and Project Title Solid Waste Collection and Handling

BIDDER/CONTRACTOR INFORMATION

Universal Waste Systems, Inc.
Bidder/Proposer Business Name

9016 Norwalk Blvd. Santa Fe Springs CA 90670
Street Address City State Zip

Mark Blackburn Vice-President (562) 695-2336 (562) 441-4415
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
☐ An update of a prior Questionnaire dated ____/____/____.
☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 10/15/14 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Mark Blackburn, President [Signature] 10/15/14
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 10

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 09/30/1986 State of incorporation: CA
List the corporation's current officers.

President: Mark Blackburn

Vice President: Matt Blackburn

Secretary: Anne Blackburn

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed.
Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Mark Blackburn

Anne Blackburn

Matthew Blackburn

Mitchell Blackburn

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: ____
List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: ____
List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years.
Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 28 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

**ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE**

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Mark Blackburn
Print Name, Title

President


Signature

10.15.14
Date

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Owners

Michael Blackburn

Jenese Blackburn

Section C - Question 4

Universal Waste Systems, Inc.

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Contract # C111836

- A) Bureau of Sanitation
- B) Multifamily Recycling San Fernando Valley
- C) \$31 million
- D) 07/03/2007
- E) 07/03/2016 month-month after 07/03/2016

- A) CLARTS
- B) Transloading Agreement
- C) Varies depending on monthly tonnage
- D) 09/02/2010
- E) 01/01/2017 or earlier determined by either party

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

- A) City of RRV
- B) Single Family Residential Collection
Multi Family Solid Waste Recycling Collection
- C) \$264 K/year
- D) 02/01/2004
- E) 06/30/2016

- A) Malibu Garbage Disposal District (LA County)
- B) Solid Waste, Recycling, Green waste for Residential, Commercial Multi family
- C) \$415 K/year
- D) 07/01/2008
- E) 06/30/2015

- A) West Whittier (LA County)
- B) Solid Waste, Recycling, Green waste for Residential
- C) \$1.1 million/year
- D) 04/01/2007
- E) 06/30/2021

- A) Bay & Mountain Contract (LA County)
- B) Solid Waste, Recycling, Green waste for Residential
- C) 1.75 million/year
- D) 04/01/2008
- E) 03/30/2015

- A) Pioneer/Carson Park (LA County)
- B) Solid Waste, Recycling, Green waste for Residential
- C) \$124 K/year
- D) 02/01/2011
- E) 07/31/2018

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

- A) Mesa Heights (LA County)
B) Solid Waste, Green Waste, Recycling for Commercial, Residential, Multi family
C) 1.4 million/year
D) 07/01/2013
E) 06/30/2020
- A) South San Gabriel (LA County)
B) Solid Waste, Recycling, Green Waste Residential
C) 575 K/year
D) 07/01/2014
E) 06/30/2021
- A) Citrus/Charger Oak/Rainbow (LA County)
B) Solid Waste Recycling, Green Waste Residential
C) 1.65 million/year
D) 11/01/2014
E) 10/31/2021

**ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE**

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Our attorney ran a report for Universal Waste Systems, many of these cases are old and we were unaware that they were opened. We are looking into each case. We do plan on having them paid off within 30 days

| Date of Judgment | Amount | Case No. | Comments |
|------------------|------------|----------|--|
| 11/6/2014 | Not Known | 13K04570 | This is a default judgement in a motor vehicle case of which we were not aware. We intend to request that the judgement be set aside and to defend/settle this case as appropriate. |
| 01/23/2013 | \$1740.44 | 12M11068 | 4/m on recorder for LA Municipal (213) 474-5406 |
| 05/23/2011 | \$140.27 | 11060121 | 4/m on recorder for Inglewood Courthouse (310) 414-5132 |
| 03/21/2011 | \$2,500.00 | 11W0123 | We believe the Weiss Family Properties are no longer in business. The telephone (818) 426-1358 is listed on all the properties which has been disconnected. Our attorney is looking into this case. |
| 05/04/2010 | \$200.00 | 10M03807 | We believe this account is a fraud. We called the telephone (855) 875-3214 spoke with Ashley, he was asking questions regarding our computers and asked us to log on their site and they asked how many computers the company had. Ashley stated they would email the paperwork regarding this case, but as of today, we never received any information regarding this case. Our attorney is looking into. |
| 04/22/2009 | \$2131.24 | 09V01043 | Original Company sold the note. Our attorney is looking into this case. |

ATTACHMENT A
CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

| Date of Judgment | Amount | Case No | Comments |
|------------------|------------|----------|--|
| 02/31/2014 | \$2,219.63 | 04000449 | Note - This judgment may not be enforceable as it was entered more than 10 years ago and it does not appear to have been renewed |
| 05/04/2005 | \$2,741.01 | 04000584 | L/m on recorder for Beverly Hills Municipal (562) 242-2530 |

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-Wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Universal Waste Systems, Inc.
Company Address: 9016 Norwalk Blvd.
City: Santa Fe Springs State: CA Zip: 90670

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/29/2014

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature  For M.W. Date FEB 10 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate

ATTACHMENT B BUSINESS TAX REGISTRATION CERTIFICATE



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

UNIVERSAL WASTE SYSTEM INC

POST OFFICE BOX #3038
WHITTIER, CA 90605-0038

8016 NORWALK BLVD
SANTA FE SPRINGS, CA 90670-
2632

Account No. 0000301787-0001-1

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

| ACCOUNT NO | FUND CLASS | DESCRIPTION | ISSUED | STARTED | STATUS |
|-------------------|------------|--------------|------------|------------|--------|
| 0000301787-0001-1 | | BUSINESS TAX | 06/20/2014 | 06/20/2014 | ACTIVE |

POST OFFICE BOX #3038
WHITTIER, CA 90605-0038

ISSUED BY:
[Signature]
DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE PERMIT OR LAND USE AUTHORIZATION

NOTICE: THE OFFICE OF FINANCE IN THE EVENT OF ANY CHANGE IN OWNERSHIP OR ADDRESS, THE TAXPAYER MUST NOTIFY THE OFFICE OF FINANCE IN WRITING.

Exhibit I: Los Angeles Residence Information

ATTACHMENT F
LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Universal Waste Systems, Inc.

I. Corporate or Main Office Address:

9016 Norwalk Blvd.
Santa Fe Springs
CA 90670

II Total Number of Employees in Organization: 145

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

24 and 17 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Mark Blackburn, depose and say that I am

President of Universal Waste Systems Inc. 9016 Norwalk Blvd., SFS CA 90670
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 03/10/2016 at City of Santa Fe Springs, CA 90670
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct


(Signature)

Exhibit K: Contract History

ATTACHMENT J
CITY OF LOS ANGELES CONTRACT HISTORY FORM

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

- 1) Contract # C111836
7/13/2007 - Current
Multi Family Recycling San Fernando Valley
Contract Amount \$13,000,000.00 (Estimated)
- 2) CLINTS
9/18/2010 - Current
Transloading Agreement
Contract Amount - Varies by month / tonnage

Universal Waste Systems, Inc.

Name of Organization



Signature

Mark Blackburn

Print Name

President

Title

10-15-14

Date

Exhibit L: Municipal Lobbying Ordinance

ATTACHMENT H
MUNICIPAL LOBBYING ORDINANCE / BIDDER CERTIFICATION



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

58943

Awarding Authority (Department):

Bureau of Sanitation

Name of Bidder:

Universal Waste Systems, Inc.

Phone:

(562) 941-4900

Address:

9016 Norwalk Blvd., Santa Fe Springs, CA 90670

Email:

Mark@uwscorporation.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10-15-14


Signature:

Name: Mark Blackburn

Title: President

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS

| | |
|--|---|
|  <p>City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 975-1960</p> | <h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
| <p><i>This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.</i></p> | |
| <p><input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)</p> | |
| <p>Bid/Contract/BAVN Number (or other identifying information if no number): <u>BAVN ID: 20534</u></p> | <p>Date Bid Submitted: <u>10-21-14</u></p> |
| <p>Description of Contract: <u>Citywide Exclusive Franchise Systems for Municipal Solid Waste Collection</u></p> | |
| <p>Awarding Authority (Department): <u>Public Works Bureau of Sanitation</u></p> | |
| <p>BIDDER</p> <p>Name: <u>Universal Waste Systems, Inc.</u></p> <p>Address: <u>9616 Norwalk Blvd, Santa Fe Springs, CA 90670</u></p> <p>Email (optional): <u>Matt @ uwscompany.com</u> Phone: <u>(562) 695-8236</u></p> <p>State Contractor ID: <u>Not Applicable</u></p> <p style="font-size: small;">State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".</p> | |
| <p>PRINCIPALS</p> <p>Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.</p> <p>Name: <u>Mark Blackburn</u> Title: <u>President</u> Address: <u>40789 Carmelita Circle Temecula, CA 92591</u></p> <p>Name: <u>Anne Blackburn</u> Title: <u>Secretary</u> Address: <u>40789 Carmelita Circle Temecula, CA 92591</u></p> <p>Name: <u>Matt Blackburn</u> Title: <u>Vice-President</u> Address: <u>14575 Fountainbrook Lane Eastvale, CA 92880</u></p> <p>Name: _____ Title: _____ Address: _____</p> <p><input type="checkbox"/> <u>C</u> additional sheets are attached. <input type="checkbox"/> Bidder is an individual and no other principals exist.</p> | |

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 973-1960

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: MDM Analytics Inc.
Address: P.O. Box 402 Nevada City CA 95959
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Schafer Consulting
Address: 24681 La Plaza Ste 240 Dana Point CA 92629
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Gideon Kracov
Address: 801 S. Grand Avenue Blvd Los Angeles, CA 90017
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: A+B Recycling + Disposal
Address: 116360 Chella Drive Hacienda Heights CA 91745
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Clements Environmental Corporation
Address: 15230 Burbank Blvd #103 Sherman Oaks CA 91411
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Isidore Electronics Recycling
Address: 411 S. Hewitt Street Los Angeles, CA 90013
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: The Robert Group
Address: 3108 Los Feliz Blvd. Los Angeles, CA 90039
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A


Subcontractor: Container Management
Address: 840 W. Grove Avenue Orange, CA 92685
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: Angelus Western
Address: 24774 Porter Street Los Angeles CA 90031
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A


☒ 1 additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS

| | |
|---|---|
|  <p>City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960</p> | <h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
| PRINCIPALS OF SUBCONTRACTORS | |
| <p>Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.</p> | |
| Name: <u>Joseph Keizerdorf</u> Title: <u>President</u> | |
| Address: <u>12288 Gayle Lane Nevada City, CA 95959</u> | |
| Subcontractor: <u>MDM Analytics Inc.</u> | |
| Name: <u>L. Bianforte</u> Title: <u>Secretary</u> | |
| Address: <u>12288 Gayle Lane Nevada City, CA 95959</u> | |
| Subcontractor: <u>MDM Analytics Inc.</u> | |
| Name: <u>Nancy Schafer</u> Title: <u>President</u> | |
| Address: <u>32321 Via Antibes Dana Point, CA 92629</u> | |
| Subcontractor: <u>Schafer Consulting</u> | |
| Name: <u>John H. Schafer</u> Title: <u>Vice President / CEO</u> | |
| Address: <u>32321 Via Antibes Dana Point, CA 92629</u> | |
| Subcontractor: <u>Schafer Consulting</u> | |
| Name: <u>William Y. Hsu</u> Title: <u>Secretary</u> | |
| Address: <u>17016 Alfred Avenue Cerritos, CA 90703</u> | |
| Subcontractor: <u>Schafer Consulting</u> | |
| <input checked="" type="checkbox"/> Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary): | |
| Subcontractor: <u>Gideon Kracev</u> | |
| Subcontractor: _____ | |
| <input checked="" type="checkbox"/> <u>5</u> additional sheets are attached. | |
| <input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more. | |
| CERTIFICATION | |
| <p>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that the information provided above is true and complete.</p> | |
| Date: <u>10-15-14</u> Signature: <u>[Signature]</u> | |
| Name: <u>Mark Blackburn</u> | |
| Title: <u>President</u> | |
| <p>Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.</p> | |

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS

| | | |
|--|---|---|
|  | City Ethics Commission 200 N Spring Street City Hall - 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1900 | <h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
| <h4>PRINCIPALS OF SUBCONTRACTORS</h4> <p style="font-size: x-small;">Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.</p> | | |
| <p>Name: <u>George Nazarov</u> Title: <u>Owner/President</u></p> <p>Address: <u>16360 Chella Drive Hacienda Heights, CA 91745</u></p> <p>Subcontractor: <u>A+B Recycling and Disposal</u></p> | | |
| <p>Name: <u>Ernest V. Clements III</u> Title: <u>President</u></p> <p>Address: <u>15230 Burbank Blvd. #103 Sherman Oaks, CA 91411</u></p> <p>Subcontractor: <u>Clements Environmental</u></p> | | |
| <p>Name: <u>Kabrina Stokes Hochberg</u> Title: <u>CEO</u></p> <p>Address: <u>2513 Kentworth Avenue Los Angeles, CA 90039</u></p> <p>Subcontractor: <u>Isidore Electronics Recycling</u></p> | | |
| <p>Name: <u>Christine M Roberts</u> Title: <u>President</u></p> <p>Address: <u>3108 Los Feliz Blvd Los Angeles, CA 90039</u></p> <p>Subcontractor: <u>The Roberts Group</u></p> | | |
| <p>Name: <u>Greg Rouchen</u> Title: <u>President</u></p> <p>Address: <u>2474 Porter Street Los Angeles, CA 90031</u></p> <p>Subcontractor: <u>Angelus Western Paper</u></p> | | |
| <p><input type="checkbox"/> Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):</p> <p>Subcontractor: _____</p> <p>Subcontractor: _____</p> | | |
| <p><input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.</p> | | |
| <h4>CERTIFICATION</h4> <p style="font-size: x-small;">I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.</p> <p>Date: <u>10-15-14</u> Signature: <u>[Signature]</u></p> <p>Name: <u>Mark Blackburn</u></p> <p>Title: <u>President</u></p> <p style="font-size: x-small;">Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.</p> | | |

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Pinnacle Petroleum / SKS Inc.
Address: 7911 Professional Circle, Huntington Beach, CA 92648
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Waste Connections, Inc.
Address: 3 Waterway Square Place Ste 110 The Woodland, TX 71380
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: VigilEye Security Systems
Address: 12405 Venice Blvd, #268 Los Angeles, CA 90066
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Fleetmind Solutions Inc.
Address: 1751 Richardson St 7200 Montreal QC H3K1G6 Canada
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Consolidated Fabricators Corporation
Address: 14630 Armenta Street Van Nuys, CA
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Rebrig Pacific Company
Address: 4010 East 26th Street Los Angeles, CA 90058
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

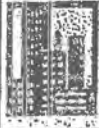
Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☒ 2 additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS

| | | |
|---|--|---|
|  | City Ethics Commission 200 N Spring Street City Hall - 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1660 | <h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
| PRINCIPALS OF SUBCONTRACTORS | | |
| <p>Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.</p> | | |
| Name: <u>Martin Demers</u> Title: <u>CEO</u> | | |
| Address: <u>47 Ave. Alice, Canada J5R 5R7</u> | | |
| Subcontractor: <u>Fleetmind Solutions Inc.</u> | | |
| Name: <u>Martin Lord</u> Title: <u>Vice President</u> | | |
| Address: <u>276 Ave de L'Epee, Montreal QC Canada H2V3T3</u> | | |
| Subcontractor: <u>Fleetmind Solutions Inc.</u> | | |
| Name: <u>Michael Melideo</u> Title: <u>President</u> | | |
| Address: <u>14630 Arminia Street Van Nuys, CA</u> | | |
| Subcontractor: <u>Consolidated Fabricators</u> | | |
| Name: <u>Jeff Lombardi</u> Title: <u>Vice President / Sec. Treas.</u> | | |
| Address: <u>14630 Arminia Street Van Nuys, CA</u> | | |
| Subcontractor: <u>Consolidated Fabricators</u> | | |
| Name: _____ Title: _____ | | |
| Address: _____ | | |
| Subcontractor: _____ | | |
| <input type="checkbox"/> Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary): | | |
| Subcontractor: _____ | | |
| Subcontractor: _____ | | |
| <input type="checkbox"/> _____ additional sheets are attached. | | |
| <input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more. | | |
| CERTIFICATION | | |
| <p>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.</p> | | |
| Date: <u>10-15-14</u> Signature: <u>[Signature]</u> | | |
| Name: <u>Mark Blackburn</u> | | |
| Title: <u>President</u> | | |
| <p>Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.</p> | | |

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 875-1900

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Tom Rauchon Title: Vice President
Address: 2474 Porter Street Los Angeles, CA 90031
Subcontractor: Angelus Western Paper

Name: Steve Young Title: Treasurer
Address: 2474 Porter Street Los Angeles CA 90031
Subcontractor: Angelus Western Paper

Name: David Jones Title: Secretary
Address: 2474 Porter Street Los Angeles, CA 90031
Subcontractor: Angelus Western Paper

Name: Liz McKinley Title: President
Address: 7911 Professional Circle, Huntington Beach, CA 92642
Subcontractor: Pinnacle Petroleum

Name: Ronald J Mittelstaedt Title: CEO
Address: 3 Waterway Square Place, Ste 110 The Woodlands, TX 77380
Subcontractor: Waste Connections

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.


CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10-15-14 Signature: [Signature]
Name: Mark Blackburn
Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS

| | |
|--|--|
|  City Ethics Commission 200 N Spring Street City Hall - 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 976-1966 | Prohibited Contributors (Bidders) CEC Form 55 |
| PRINCIPALS OF SUBCONTRACTORS | |
| Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City. | |
| Name: <u>Steven F. Bauck</u> | Title: <u>President</u> |
| Address: <u>3 Waterway Ste 110 The Woodlands, Tx 77380</u> | |
| Subcontractor: <u>Waste Connections</u> | |
| Name: <u>Darrell W. Chambliss</u> | Title: <u>COO</u> |
| Address: <u>3 Waterway Square Place Ste 110 The Woodlands, Tx 77380</u> | |
| Subcontractor: <u>Waste Connections</u> | |
| Name: <u>Worthington F. Jackson</u> | Title: <u>CEO</u> |
| Address: <u>3 Waterway Square Place Ste 110 The Woodlands, Tx 77380</u> | |
| Subcontractor: <u>Waste Connections</u> | |
| Name: <u>Maria Charan Ferrante</u> | Title: <u>President</u> |
| Address: <u>840 W Grove Avenue Orange, CA 92665</u> | |
| Subcontractor: <u>Container Management Group</u> | |
| Name: <u>Marty Holyfield</u> | Title: <u>President</u> |
| Address: <u>12405 Venice Blvd. # 268 Los Angeles, CA 90046</u> | |
| Subcontractor: <u>VigilEye Security Systems</u> | |
| <input type="checkbox"/> Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary): | |
| Subcontractor: _____ | |
| Subcontractor: _____ | |
| <input type="checkbox"/> _____ additional sheets are attached. | |
| <input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more. | |
| CERTIFICATION | |
| I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that the information provided above is true and complete. | |
| Date: <u>10-15-14</u> | Signature: <u>[Signature]</u> |
| | Name: <u>Mark Blackburn</u> |
| | Title: <u>President</u> |
| Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive. | |

ATTACHMENT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION &
FUNDRAISING RESTRICTIONS



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 975-1950

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: William J. Kehrig Title: President
Address: 4010 East 26th Street Los Angeles CA 90058
Subcontractor: Kehrig Pacific Company

Name: Michael L. Deke Title: Chair
Address: 4010 East 26th Street Los Angeles CA 90058
Subcontractor: Kehrig Pacific Company

Name: Raj Labur Title: CFO
Address: 4010 East 26th Street Los Angeles CA 90058
Subcontractor: Kehrig Pacific Company

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____
Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10/15/14 Signature: [Signature]
Name: Mark S. Finkelman
Title: PRESIDENT

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

ATTACHMENT N
IRAN CONTRACTING ACT OF 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

✓ OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

| | | |
|--|---|--|
| Vendor Name/Financial Institution (printed) <i>Universal Waste Systems, Inc</i> | | BTRC (or n/a) <i>000321787-0001</i> |
| By (Authorized Signature) <i>[Signature]</i> | | |
| Print Name and Title of Person Signing <i>Mark Blackburn President</i> | | |
| Date Executed | City Approval (Signature) <i>[Signature]</i> | (Print Name) <i>Daniel Meyers</i> |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
WEST VALLEY AND SOUTH EAST VALLEY ZONES
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and USA Waste of California, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, USA Waste of California, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
|--|---|
| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | USA Waste of California, Inc. dba Waste Management |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The West Valley and South East Valley Zones, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |

| Terms and Abbreviations | Definition |
|--|---|
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |

| Terms and Abbreviations | Definition |
|--------------------------------|--|
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |
| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |

| Terms and Abbreviations | Definition |
|-------------------------|--|
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s) consistent with L.A.M.C Section 66.33.2, except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY'S CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none">• Prominently display:<ul style="list-style-type: none">○ CONTRACTOR provided serial number and/or identifying logo(s).○ CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address• Leak proof• No jagged edges or holes• Compliant with CITY Fire Code• Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding• All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none">• Lightweight durable plastic• At least two (2) wheels• Tight fitting lid with handles as designed by the manufacturer• At least one handle to facilitate transport across pavement• Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none">• Lightweight durable plastic or metal• At least four (4) wheels, if applicable• Solid, durable bottom• Lid with handle• Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be

responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and the City shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 NEW AND EXISTING FACILITY DEVELOPMENT

The development of new infrastructure under this AGREEMENT is necessary to meet the CITY's Zero Waste goals and comply with State regulations. The CONTRACTOR shall develop the facilities as detailed in Table 6-1. The CONTRACTOR shall ensure the newly developed facilities have the improvements and processing capacity within the dates specified in this Article. Facilities shall meet the requirements of the CITY's Facility Certification process. Facilities shall not be deemed complete (Final Improvement/Construction Completion Date) until they are certified by the CITY. The CONTRACTOR shall provide sufficient documentation, as determined by the CITY, demonstrating compliance with the completion dates. Failure to develop new processing facilities in accordance with this Article may result in termination by default of this AGREEMENT.

Table 6-1: Facilities

| Materials to be Processed | Green Bin (Organics) |
|---|---|
| Facility Name | Lancaster Landfill and Recycling Center (LARGO) |
| Facility Address | 600 East Ave F, Lancaster, CA 93535 |
| SWIS NO | 19-AA-0050 |
| Final Improvement/ Construction Completion Date | 36 months after contract execution – Anaerobic Digestion 24 months after contract execution - Composting |
| Interim Completion Dates | |
| State Permitting | 24 months after contract execution |
| Local Permitting | 18 months after contract execution |
| CEQA Approval | Complete |
| Daily Processing Capacity (tons) at Completion | 2,000 tpd Green Bin – Organics processing via composting and anaerobic digestion |
| Improvement/ Construction to be Completed | Construction of anaerobic digestion/compost facility for organics processing on permitted landfill |

| Materials to be Processed | Black Bin (MSW), Blue Bin (Source Separated Recyclables), Green Bin (Organics) |
|---|--|
| Facility Name | Sun Valley Recycling Park |
| Facility Address | 9081 Tujunga Ave, Sun Valley, CA 91352 |
| SWIS NO | 19-AR-1237 |
| Final Improvement/ Construction Completion Date | 30 months after contract execution |
| Interim Completion Dates | |
| State Permitting | 24 months after contract execution |
| Local Permitting | Complete |
| CEQA Approval | Complete |
| Daily Processing Capacity (tons) at Completion | 2,000 tpd Black Bin (MSW) 1,000 tpd Blue Bin (Source Separated Recyclables) 1,000 tpd Green Bin (Organics) |
| Improvement/ Construction to be Completed | Construction of new, enclosed transfer/processing facility to receive & process Black Bin MSW, receive and transfer Blue Bin Source Separated Recyclables, receive & pre-process Green Bin Organics. |

| Materials to be Processed | Black Bin (MSW), Green Bin (Organics) |
|---|--|
| Facility Name | Mission Road Recycling & Transfer Station |
| Facility Address | 840 S Mission Rd, Los Angeles, CA 90023 |
| SWIS NO | 19-AR-1183 |
| Final Improvement/ Construction Completion Date | 6 months after contract execution |
| Interim Completion Dates | |
| State Permitting | Complete |
| Local Permitting | Complete |
| CEQA Approval | Complete |
| Daily Processing Capacity (tons) at Completion | 1,732 tpd – Black Bin (MSW) 330 tpd – Green Bin (Organics) |
| Improvement/ Construction to be Completed | Improvements include expansion of the receiving area and enclosure of organics receiving area if facility would be used permanently. |

| Materials to be Processed | Blue Bin (Source Separated Recyclables) |
|----------------------------------|--|
| Facility Name | Potential Industries |
| Facility Address | 922 East "E" St, Wilmington, CA 90744 |

| | |
|---|--|
| SWIS NO | 19-AR-1243 |
| Final Improvement/ Construction Completion Date | 30 months after contract execution if greater than 700 tpd processing capacity needed for City |
| Interim Completion Dates | |
| State Permitting | 24 months after contract execution |
| Local Permitting | 15 months after contract execution for grading and building permits |
| CEQA Approval | 6 months after contract execution |
| Daily Processing Capacity (tons) at Completion | 700 tpd processing capacity |
| Improvement/ Construction to be Completed | Addition of sorting equipment to existing, operational MRF |
| | |
| Materials to be Processed | Blue Bin (Source Separated Recyclables) |
| Facility Name | Pico Rivera Material Recovery Facility |
| Facility Address | 8405 Loch Lomond Drive, Pico Rivera, CA 90660 |
| SWIS NO | 19-AA-1105 |
| Final Improvement/ Construction Completion Date | 12 months after execution of City Franchise Agreement – 250 tpd capacity at that time |
| Interim Completion Dates | |
| State Permitting | Complete |
| Local Permitting | 3 months after Agreement executed for electrical and inspections |
| CEQA Approval | Complete |
| Daily Processing Capacity (tons) at Completion | 250 tpd |
| Improvement/ Construction to be Completed | Replace and repair damage caused by fire, replace all wear parts on processing equipment, general cleaning |

6.6 USE OF NEW AND EXPANDED FACILITY INFRASTRUCTURE GUARANTEED

The new and expanded CERTIFIED FACILITIES described in Section 6.5 shall guarantee capacity for the SOLID RESOURCES collected under this AGREEMENT. Capacity beyond what is needed to provide services to CUSTOMERS may be offered for use with other materials generated within the CITY, terms for this use may be defined during the term of this AGREEMENT.

6.7 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of a fair and reasonable maximum allowable rate.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 10.5 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |
| | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|------------------------|---|---|
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the

approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by

the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Name, Title: Kim Ohrt, Municipal Marketing Manager
- Address: 9081 Tujunga Ave, Sun Valley, CA 91352
- TEL/FAX Number/Email address: (818) 252-3180/(818) 252-3249/
KOhrt@wm.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for Ten(10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$9,000,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: (213) 485-3774

Email: Daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Kim Ohrt

Address: 9081 Tujunga Ave, Sun Valley, CA 91352

Telephone: (818) 252-3180 Facsimile: (818) 252-3249

Email: KOhrt@wm.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

**USA WASTE OF CALIFORNIA,
INC. DBA WASTE
MANAGEMENT (WM)**

By: Larry J. Miller

Title: President - Southern California Area

Date: 9/13/2016

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | | WV - WEST VALLEY | | | | | | | |
|--|----------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 253,428 | 255,386 | 257,344 | 259,302 | 261,260 | 263,217 | 265,175 | 267,133 | 269,091 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 174,558 |
| Projected Disposal (tons) | 234,033 | 216,595 | 199,158 | 181,721 | 164,283 | 146,845 | 129,408 | 111,970 | 94,533 |
| Projected Diversion (tons) | 19,395 | 38,791 | 58,186 | 77,581 | 96,977 | 116,372 | 135,767 | 155,163 | 174,558 |
| Commingled Recycling Diversion (tons) | 13,567 | 27,134 | 40,701 | 54,268 | 67,835 | 81,402 | 94,969 | 108,536 | 122,103 |
| Food Waste (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Yard Waste (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Diversion (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone WV - Program Name:

Blue Bin - Commingled Commercial & MultiFamily Source

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| Diversion due to this program (tons) | 13,567 | 27,134 | 40,701 | 54,268 | 67,835 | 81,402 | 94,969 | 108,536 | 122,103 |
| Diverted Commingled Recyclables (tons) | 13,567 | 27,134 | 40,701 | 54,268 | 67,835 | 81,402 | 94,969 | 108,536 | 122,103 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 9% | 18% | 27% | 36% | 44% | 53% | 62% | 71% | 80% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community enga

Includes site audits, customer waste characterizations, outreach/education as directed by City, on-going diversion counseling for customers that involves review of customer workplace and practices, reporting of performance metrics

Diversion theme, implementing strategy and/or methodology:

Themes will include the environmental value of diversion, making diversion easy and convenient, collaboration between Customer-City-WM, money saving opportunities in diversion

Target Audience:

All commercial businesses and multifamily facilities in franchise zone - owners, managers, employees and suppliers of businesses and multifamily facilities; all business, trade and community groups that local business and multifamily facility owners and residents that are active and relevant.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

All service staff (drivers, helpers & supervisory) to observe, provide customer location information and advise on ways to improve recycling; all CSC staff to provide consistent and continuous messaging; all WM ZeroWaste Corps members to collect, manage and analyze data, and to confer, counsel and provide assistance to customers to identify and help overcome barriers to increased diversion and to develop best practices to share with all customers and City staff.

Zone WV - Program Name:

Green Bin - Organics Recycling - Food & Yard Waste

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Food Waste (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% |
| Actual Participating Accounts (% of targeted accounts) | 2% | 4% | 7% | 9% | 11% | 13% | 15% | 17% | 19% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

Includes site audits, customer waste characterizations, outreach/education as directed by City, on-going diversion counseling for customers that involves review of customer workplace and practices, reporting of performance metrics

Diversion theme, implementing strategy and/or methodology:

Themes will include the environmental value of diversion, making diversion easy and convenient, collaboration between Customer-City-WM, money saving opportunities in diversion

Target Audience:

All foodwaste and yard waste producing commercial businesses and multifamily facilities in franchise zone - owners, managers, employees and suppliers of businesses and multifamily facilities; all business, trade and community groups that local business and multifamily facility owners and residents that are active and relevant.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

All service staff (drivers, helpers & supervisory) to observe, provide customer location information and advise on ways to improve recycling; all CSC staff to provide consistent and continuous messaging; all WM ZeroWaste Corps members to collect, manage and analyze data, and to confer, counsel and provide assistance to customers to identify and help overcome barriers to increased diversion and to develop best practices to share with all customers and City staff.

| Diversion Summary: | | SOUTHEAST VALLEY | | | | | | | |
|--|---------|------------------|---------|---------|---------|---------|---------|---------|---------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 146,386 | 147,517 | 148,648 | 149,779 | 150,910 | 152,041 | 153,172 | 154,303 | 155,434 |
| Target Disposal Reduction (Year 2025)** | | | | | | | | | 101,407 |
| Projected Disposal (tons) | 132,726 | 120,223 | 107,677 | 95,162 | 82,531 | 70,090 | 57,538 | 45,029 | 32,137 |
| Projected Diversion (tons) | 13,660 | 27,294 | 40,971 | 54,617 | 68,379 | 81,951 | 95,634 | 109,274 | 123,297 |
| Commingled Recycling Diversion (tons) | 7,832 | 15,637 | 23,486 | 31,304 | 39,237 | 46,981 | 54,836 | 62,647 | 70,842 |
| Food Waste (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Yard Waste (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Diversion (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone SEV - Program Name:

Blue Bin - Commingled Commercial & MultiFamily Source

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 7,832 | 15,637 | 23,486 | 31,304 | 39,237 | 46,981 | 54,836 | 62,647 | 70,842 |
| Diverted Commingled Recyclables (tons) | 7,832 | 15,637 | 23,486 | 31,304 | 39,237 | 46,981 | 54,836 | 62,647 | 70,842 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 9% | 18% | 27% | 36% | 44% | 53% | 62% | 71% | 80% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community engagement)

Includes site audits, customer waste characterizations, outreach/education as directed by City, on-going diversion counseling for customers that involves review of customer workplace and practices, reporting of performance metrics

Diversion theme, implementing strategy and/or methodology:

Themes will include the environmental value of diversion, making diversion easy and convenient, collaboration between Customer-City-WM, money saving opportunities in diversion

Target Audience:

All commercial businesses and multifamily facilities in franchise zone - owners, managers, employees and suppliers of businesses and multifamily facilities; all business, trade and community groups that local business and multifamily facility owners and residents that are active and relevant.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

All service staff (drivers, helpers & supervisory) to observe, provide customer location information and advise on ways to improve recycling; all CSC staff to provide consistent and continuous messaging; all WM ZeroWaste Corps members to collect, manage and analyze data, and to confer, counsel and provide assistance to customers to identify and help overcome barriers to increased diversion and to develop best practices to share with all customers and City staff.

Zone SEV - Program Name:

Green Bin - Organics Recycling - Food & Yard Waste

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Food Waste (tons) | 5,828 | 11,657 | 17,485 | 23,313 | 29,142 | 34,970 | 40,798 | 46,627 | 52,455 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% |
| Actual Participating Accounts (% of targeted accounts) | 2% | 4% | 7% | 9% | 11% | 13% | 15% | 17% | 19% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, onsite inspections, community en

Includes site audits, customer waste characterizations, outreach/education as directed by City, on-going diversion counseling for customers that involves review of customer workplace and practices, reporting of performance metrics

Diversion theme, implementing strategy and/or methodology:

Themes will include the environmental value of diversion, making diversion easy and convenient, collaboration between Customer-City-WM, money saving opportunities in diversion

Target Audience:

All foodwaste and yard waste producing commercial businesses and multifamily facilities in franchise zone - owners, managers, employees and suppliers of businesses and multifamily facilities; all business, trade and community groups that local business and multifamily facility owners and residents that are active and relevant.

Staff Required and Functions (including tracking, reporting, feedback, and follow-up procedures):

All service staff (drivers, helpers & supervisory) to observe, provide customer location information and advise on ways to improve recycling; all CSC staff to provide consistent and continuous messaging; all WM ZeroWaste Corps members to collect, manage and analyze data, and to confer, counsel and provide assistance to customers to identify and help overcome barriers to increased diversion and to develop best practices to share with all customers and City staff.

Appendix B: Facility Utilization Plan

| ZONE: WEST VALLEY | | | | |
|---|---|------------|----------------------|------------------------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary | Day 1 |
| Antelope Valley Public Landfill | 1200 Rancho Rd Palmdale, CA 93551 | 19-AA-5624 | Secondary | Day 1 |
| SOLID WASTE - Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| SOURCE- SEPARATED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Potential Industries | 922 East "E" St Wilmington, CA 90744 | 19-AR-1243 | Primary | Day 1 |
| Pico Rivera Materials Recovery Facility | 8405 Loch Lomond Drive Pico Rivera, CA 90660 | 19-AA-1105 | Primary/Secondary | 12 months after contract execution |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary/Secondary | Day 1 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Mission Road Recycling & Transfer Station | 840 S Mission Rd Los Angeles, CA 90023 | 19-AR-1183 | Primary/Secondary | Day 1 |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary/Secondary | Day 1 |
| ORGANICS - Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Lancaster Landfill and Recycling Center/LARGO | 600 East Ave F Lancaster, CA 93534 | 19-AA-0050 | Primary | 24 months after contract execution |
| Agromin Organics Recycling | 201 Kinetic Dr Oxnard, CA 93030 | 56-AA-0138 | Primary/Secondary | Day 1 |

ZONE: WEST VALLEY

| | | | | |
|----------------------------|--------------------------------------|------------|-----------|-------|
| Waste Management of Orange | 2050 Glassell St Orange, CA 92865 | 30-AB-0363 | Secondary | Day 1 |
|----------------------------|--------------------------------------|------------|-----------|-------|

ZONE: SOUTHEAST VALLEY**SOLID WASTE – Disposal/Transfer**

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---|--|------------|----------------------|------------------------------------|
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary | Day 1 |
| Antelope Valley Public Landfill | 1200 Rancho Rd Palmdale, CA 93551 | 19-AA-5624 | Secondary | Day 1 |

SOLID WASTE - Processing

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---------------------------|--|------------|----------------------|------------------------------------|
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |

SOURCE- SEPARATED RECYCLABLES – Processing

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---|---|------------|----------------------|------------------------------------|
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Potential Industries | 922 East "E" St Wilmington, CA 90744 | 19-AR-1243 | Primary | Day 1 |
| Pico Rivera Materials Recovery Facility | 8405 Loch Lomond Drive Pico Rivera, CA 90660 | 19-AA-1105 | Primary/Secondary | 12 months after contract execution |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary/Secondary | Day 1 |

ORGANICS – Pre-Processing

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---|---|------------|----------------------|------------------------------------|
| Sun Valley Recycling Park | 9081 Tujunga Ave Sun Valley, CA 91352 | 19-AR-1237 | Primary | 30 months after contract execution |
| Mission Road Recycling & Transfer Station | 840 South Mission Rd Los Angeles, CA 90023 | 19-AR-1183 | Primary/Secondary | Day 1 |
| Simi Valley Landfill and Recycling Center | 5801 Madera Rd Simi Valley, CA 93065 | 56-AA-0007 | Primary/Secondary | Day 1 |

ORGANICS - Processing

ZONE: SOUTHEAST VALLEY

| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
|---|---------------------------------------|------------|----------------------|------------------------------------|
| Lancaster Landfill and Recycling Center/LARGO | 600 East Ave F Lancaster, CA 93534 | 19-AA-0050 | Primary | 24 months after contract execution |
| Agromin Organics Recycling | 201 Kinetic Dr Oxnard, CA 93030 | 56-AA-0138 | Primary/Secondary | Day 1 |
| Waste Management of Orange | 2050 Glassell St Orange, CA 92865 | 30-AB-0363 | Secondary | Day 1 |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^aDisposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^eDisposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^gIncludes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service

(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$ 90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste)

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

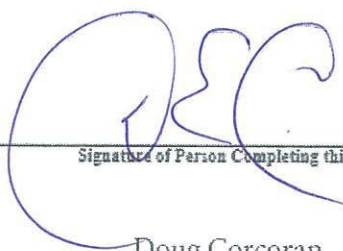
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|--|
| Project Title | EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE FROM PRIVATELY SERVED COMMERCIAL AND MULTIFAMILY INCLUDING COLLECTION, PROCESSING, TRANSFER AND DISPOSAL |
|----------------------|--|

| | |
|---|---|
| Proposer USA Waste of California, Inc. dba Waste Management (WM) | Address 9081 Tujunga Avenue Sun Valley, CA 91352 |
| Contact Person Doug Corcoran | Phone/Fax/Email (818) 252-3147/(818) 252-3249/dcorcora@wm.com |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|-------------------------------------|------------------------------|------------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE / SBE/EBE/ DVBE/ OBE | CALTRANS/ CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| 1. American Language Services 1849 Sawtelle Blvd., #600 Los Angeles, CA 90025 Jay Herzog (800) 951-5020 | Translation and interpretation. | OBE | N/A | \$1000 |
| 2. Axiom Translation 14440 San Ardo Drive La Mirada, CA 90638 Tom Suzuki (714) 251-8264 | Translation and interpretation. | OBE | N/A | \$0 |
| 3. Paragon Language Service 5657 Wilshire Blvd., #310 Los Angeles, CA 90036 Marina Mintz (323) 966-4655 | Translation and interpretation. | OBE | N/A | \$1000 |
| 4. AMREP 1555 S. Cucamonga Avenue Ontario, CA 91761 Scott Mattson (909) 923-0430 | Refuse equipment supplier – trucks. | OBE | N/A | \$34.7M |

Rev. 10/17/07 (Public Works RFQ - BAVN)



 Signature of Person Completing this Form

 Doug Corcoran

 Printed Name of Person Completing this Form

TOTAL BID AMOUNT: \$ 1,061,677,000.00

Vice President July 29, 2016

 Title Date

| | | | | |
|---|---|--|-----|--------------|
| 5. CONFAB 14620 Arminta Street Van Nuys, CA 91402 Kerry Holmes (818) 901-1005 | Refuse equipment supplier – containers. | OBE | N/A | \$7.1M |
| 6. Wastequip Toter P.O. Box 7 Sanger, CA 93657 Rob Vezina (818) 406-2573 | Refuse equipment supplier – containers. | OBE | N/A | \$250,000.00 |
| 7. Doppstadt West USA 940 S. Via Rodeo Placentia, CA 92870 Alex Samarin (714) 351-1436 | Range of equipment for collection and recycling. | OBE | N/A | \$0 |
| 8. ID Industries 2755 E. Philadelphia Street Ontario, CA 91761 Linda Donoso (949) 903-2387 | Truck parts. | DBE 332912 MBE 423710 | N/A | \$7.9M |
| 9. Rush Truck Centers 8830 E. Slauson Avenue Pico Rivera, CA 90660 Ryan Hindt (210) 901-7213 | Clean fuel truck supplier. | OBE | N/A | \$4.3M |
| 10. Pinnacle Petroleum, Inc. 7911 Professional Circle Huntington Beach, CA 92648 Angela Wisdom (918) 630-5947 | Fuel. | WBE 240301 | N/A | \$23.7M |
| 11. C.L.A.R.T.S. 2201 E. Washington Boulevard Los Angeles, CA 90021 Khalil Gharios (213) 485-3002 | Waste transfer services. | OBE | N/A | \$0 |
| 12. Zero Waste Energy 3470 Mount Diablo Boulevard, A215 Lafayette, CA 94549 Eric Herbert (925) 297-0600 | Organic waste processing. | OBE | N/A | \$14.2M |
| 13. J.I Gandara Transport, Inc. P.O. Box 920176 Sylmar, CA 91392 Jay Gandara (818) 335-8505 | Trucking services. | On BCA: MBE certified 06/12/2001. | N/A | \$31.6M |

Rev. 10/17/07 (Public Works RFQ - BAVN)


Signature of Person Completing this Form

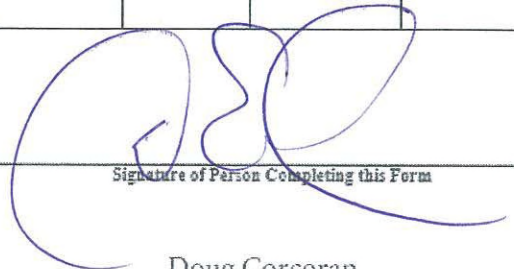
Doug Corcoran
Printed Name of Person Completing this Form

TOTAL BID AMOUNT: \$ 1,061,677,000.00

Vice President July 29, 2016
Title Date

| | | | | |
|--|--|-----|-----|--------------|
| 14. Santiago Hernandez Trucking P.O. Box 1862 Burbank, CA 91507 Anely Hernandez (818) 914-9306 | Trucking services. | OBE | N/A | \$23.7M |
| 15. Potential Industries Inc. 922 East "E" Street Wilmington, CA 90744 Daniel J. Domonoske (310) 549-5901 | Processing blue bin materials, pre-processed organics, MSW transfer. | OBE | N/A | \$350,000.00 |
| 16. Drew Sones Consulting Services 6528 Greenleaf Avenue, Suite 112 Whittier, CA 90601 Drew Sones (562) 945-4100 | Solid waste collection consulting services. | OBE | N/A | \$0 |
| 17. Cascadia Consulting Group 1109 First Avenue, #400 Seattle, WA 98101 Amity Lumper (206) 449-1111 | Community engagement; marketing. | OBE | N/A | \$500,000.00 |
| 18. C+C Public Relations & Social Marketing 615 Second Street, #280 Seattle, WA 98104 Julie Colehour (206) 262-0363 | Public relations and social marketing. | OBE | N/A | \$0 |
| 19. IW Group, Inc. 8687 Melrose Avenue, Suite 540 West Hollywood, CA 90069 Bill Imada (310) 289-5500 | Marketing consulting services. | OBE | N/A | \$0 |
| 20. Urban Design Center 1100 S. Hope, Suite 103 Los Angeles, CA 90015 Sherri Franklin (213) 447-9264 | Marketing consulting services. | OBE | N/A | \$0 |
| 21. Urban Strategy Group 1100 S. Hope, Suite 103 Los Angeles, CA 90015 Paul Vizcaino (310) 428-7488 | Marketing consulting services. | OBE | N/A | \$0 |
| 22. Chemistry PR 1760 Fifth Avenue, #215 San Diego, CA 92103 Audrey Doherty (619) 236-8397 | Marketing. | OBE | N/A | \$0 |

Rev. 10/17/07 (Public Works RFQ - BAVN)


Signature of Person Completing this Form

Doug Corcoran
Printed Name of Person Completing this Form

TOTAL BID AMOUNT: \$ 1,061,677,000.00

Vice President
Title

July 29, 2016
Date

| | | | | |
|--|----------------------------|---|-----|--------------|
| 23. The PM Group 25 Rancho Circle Lake Forest, CA 92630 Paul McKinney (949) 597-1662, Ext. 222 | Marketing | OBE | N/A | \$0 |
| 24. Community Build 4305 Degnan Boulevard #102 Los Angeles, CA 90008 Kimberly Ramsey (323) 294-2812 | Outreach and marketing. | OBE | N/A | \$0 |
| 25. Immigrant Charitable Foundation 5101 Santa Monica Boulevard, #9 Los Angeles, CA 90029 Vincent Venegas (213) 325-5056 | Outreach and marketing. | OBE | N/A | \$0 |
| 26. Pacoima Beautiful 13520 Van Nuys Boulevard, #200 Pacoima, CA 91331 Veronica Padilla (818) 899-2454 | Outreach and marketing. | OBE | N/A | \$250,000.00 |
| 27. Los Angeles Beautification Team 1741 N. Cherokee Avenue Hollywood, CA 90028 Sharyn Romano (323) 962-2163 | Outreach and marketing. | OBE | N/A | \$250,000.00 |
| 28. ICON Information Consultants 100 Waugh Drive, #300 Houston, TX 77007 David Brown (713) 438-0919 | Computer systems services. | OBE | N/A | \$0 |
| 29. ASLAN Consulting 801 S. Figueroa Street, #1050 Los Angeles, CA 90017 Renee Young (909) 239-4300 | Computer systems services. | Verified on BAVN Feb 2016: LBE; HLBE- Local Business Enterprise (Harbor). | N/A | \$0 |
| 30. Global Business Solutions 7923 Nita Avenue Canoga Park, CA 91304 Sam Mookerjee (818) 453-4403 | Computer systems services. | Verified on BAVN Feb 2016: LBE; HLBE- Local Business Enterprise (Harbor): | N/A | \$0 |

Rev. 10/17/07 (Public Works RFQ - BAVN)


Signature of Person Completing this Form

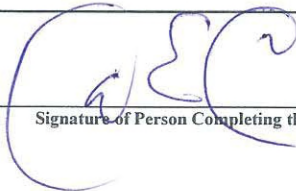
Doug Corcoran
Printed Name of Person Completing this Form

TOTAL BID AMOUNT: \$ 1,061,677,000.00

| | |
|----------------|---------------|
| Vice President | July 29, 2016 |
| Title | Date |

| | | | | |
|---|----------------------------|-----|-----|-----|
| 31. BIS Computer Solutions No address given. Miro Macho (818) 248-5023, Ext. 104 | Computer systems services. | OBE | N/A | \$0 |
| 32. TEC La Mirada 14800 Firestone Boulevard La Mirada, CA 90638 Jay Franklin (818) 364-2835 | Computer systems services. | OBE | N/A | \$0 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$ 39,500,000.00 | 3.721 % |
| TOTAL WBE AMOUNT | \$ 23,700,000.00 | 2.232 % |
| TOTAL SBE AMOUNT | \$ 0 | 0 % |
| TOTAL EBE AMOUNT | \$ 0 | 0 % |
| TOTAL DVBE AMOUNT | \$ 0 | 0 % |
| TOTAL OBE AMOUNT | \$ 85,602,000.00 | 8.062 % |
| BASE BID AMOUNT | \$ 1,061,677,000.00 | |



Signature of Person Completing this Form

Doug Corcoran
Printed Name of Person Completing this Form

Vice President July 29, 2016
Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

Supplement:
“\$0” Dollar Value Explanations

| |
|---|
| Project Title EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE FROM PRIVATELY SERVED COMMERCIAL AND MULTIFAMILY INCLUDING COLLECTION, PROCESSING, TRANSFER AND DISPOSAL |
|---|

| | |
|---|---|
| Proposer USA Waste of California, Inc. dba Waste Management (WM) | Address 9081 Tujunga Avenue Sun Valley, CA 91352 |
| Contact Person Doug Corcoran | Phone/Fax/Email (818) 252-3147/(818) 252-3249/dcorcora@wm.com |

| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | EXPLANATION FOR “\$0” DOLLAR VALUE OF SUBCONTRACT |
|--|--|---|
| 2. Axiom Translation 14440 San Ardo Drive La Mirada, CA 90638 Tom Suzuki (714) 251-8264 | Translation and interpretation. | Axiom no longer exists according to BAVN search and call to phone number on file. |
| 11. C.L.A.R.T.S. 2201 E. Washington Boulevard Los Angeles, CA 90021 Khalil Gharior (213) 485-3002 | Waste transfer services. | Not needed for assigned franchise zones; distance is too far from the West Valley and Southeast Valley. |
| 16. Drew Sones Consulting Services 6528 Greenleaf Avenue, Suite 112 Whittier, CA 90601 Drew Sones (562) 945-4100 | Solid waste collection consulting services. | Solid waste collection consulting services not needed because contract terms are exact. |
| 18. C+C Public Relations & Social Marketing 615 Second Street, #280 Seattle, WA 98104 Julie Colehour (206) 262-0363 | Public relations and social marketing. | Not needed for assigned franchise zones. |
| 19. IW Group, Inc. 8687 Melrose Avenue, Suite 540 West Hollywood, CA 90069 Bill Imada (310) 289-5500 | Marketing consulting services. | Not needed for assigned franchise zones. |

| | | |
|--|--------------------------------|--|
| 20. Urban Design Center 1100 S. Hope, Suite 103 Los Angeles, CA 90015 Sherri Franklin (213) 447-9264 | Marketing consulting services. | Not needed for assigned franchise zones. |
| 21. Urban Strategy Group 1100 S. Hope, Suite 103 Los Angeles, CA 90015 Paul Vizcaino (310) 428-7488 | Marketing consulting services. | Not needed for assigned franchise zones. |
| 22. Chemistry PR 1760 Fifth Avenue, #215 San Diego, CA 92103 Audrey Doherty (619) 236-8397 | Marketing. | Not needed for assigned franchise zones. |
| 23. The PM Group 25 Rancho Circle Lake Forest, CA 92630 Paul McKinney (949) 597-1662, Ext. 222 | Marketing | Not needed for assigned franchise zones. |
| 24. Community Build 4305 Degnan Boulevard #102 Los Angeles, CA 90008 Kimberly Ramsey (323) 294-2812 | Outreach and marketing. | Not needed for assigned franchise zones. |
| 25. Immigrant Charitable Foundation 5101 Santa Monica Boulevard, #9 Los Angeles, CA 90029 Vincent Venegas (213) 325-5056 | Outreach and marketing. | Not needed for assigned franchise zones. |
| 28. ICON Information Consultants 100 Waugh Drive, #300 Houston, TX 77007 David Brown (713) 438-0919 | Computer systems services. | WM has existing capabilities that will meet the requirements of the contract at this time. |
| 29. ASLAN Consulting 801 S. Figueroa Street, #1050 Los Angeles, CA 90017 Renee Young (909) 239-4300 | Computer systems services. | WM has existing capabilities that will meet the requirements of the contract at this time. |
| 30. Global Business Solutions 7923 Nita Avenue Canoga Park, CA 91304 Sam Mookerjee (818) 453-4403 | Computer systems services. | WM has existing capabilities that will meet the requirements of the contract at this time. |
| 31. BIS Computer Solutions No address given. Miro Macho (818) 248-5023, Ext. 104 | Computer systems services. | WM has existing capabilities that will meet the requirements of the contract at this time. |
| 32. TEC La Mirada 14800 Firestone Boulevard La Mirada, CA 90638 Jay Franklin (818) 364-2835 | Computer systems services. | WM has existing capabilities that will meet the requirements of the contract at this time. |

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE STE 320 HOUSTON TX 77057 | | CONTACT NAME: Timothy F. Kelly PHONE (A/C, No, Ext): 7134585286 E-MAIL: mlamb@lockton.com ADDRESS: mlamb@lockton.com | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------------------|--|--|-------------------------------|--|--------|------------|--------------------------------|-------|------------|--------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED USA Waste of California, Inc. dba Waste Management 9081 Tujunga Avenue Sun Valley CA 91352 | | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property & Casualty Insurance Co</td><td>20699</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | ACE American Insurance Company | 22667 | INSURER B: | ACE Property & Casualty Insurance Co | 20699 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | ACE American Insurance Company | 22667 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | ACE Property & Casualty Insurance Co | 20699 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> ISO Form CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | HDO G27403311 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/OP AGG \$6,000,000 \$ |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY MCS 90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | MMT H08866326 | 01/01/2016 | 01/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | XOO G7929242 001 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ |
| | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A <input checked="" type="checkbox"/> Y | WLR C48596800 | 01/01/2016 | 01/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000 |
| A | EXCESS AUTO LIABILITY | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | XSA H08866314 | 01/01/2016 | 01/01/2017 | COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Waiver of Subrogation is granted in favor of certificate holder on all policies where and to the extent required by written contract where permissible by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy F. Kelly

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Addendum

Named Additional Insured and Additional Information

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.



CERTIFICATE OF LIABILITY INSURANCE

10/16/2016

DATE (MM/DD/YYYY)
8/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|----------|--|-------------------------------|----------------|
| PRODUCER | LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Lloyds of London | |
| INSURED | WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: 1347193 USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT 9081 TUJUNGA AVENUE SUN VALLEY CA 91352 | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| | | | |

COVERAGES

CERTIFICATE NUMBER: 14212011

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|----------|----------------|-------------------------|-------------------------|---|-------------|
| | COMMERCIAL GENERAL LIABILITY | | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ XXXXXXXX |
| | | | | | | | MED EXP (Any one person) | \$ XXXXXXXX |
| | | | | | | | PERSONAL & ADV INJURY | \$ XXXXXXXX |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ XXXXXXXX |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COM/POP AGG | \$ XXXXXXXX |
| | OTHER: | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | \$ XXXXXXXX |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX |
| | OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX |
| | HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ XXXXXXXX |
| | DED | RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> Y / <input type="checkbox"/> N | N/A | NOT APPLICABLE | | | PER STATUTE | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ XXXXXXXX |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ XXXXXXXX |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ XXXXXXXX |
| A | Commercial Crime - Employee Dishonesty Included | N | N | SPRDP1500303 | 10/16/2015 | 10/16/2016 | Per Occurrence Limit of Liability \$1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

14212011

City of Los Angeles
Bureau of Sanitation, Department of Public Works
1149 S. Broadway Street, 9th Floor
Los Angeles, CA 90015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

1. Corporate or Individual principal must be on Corporate Acknowledgement form.
2. Corporate Seal must be impressed hereon in case of corporation.

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ceoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: USA WASTE OF CALIFORNIA, INC.
USA WASTE MANAGEMENT BAVN Company ID # 22353
Company Address: 9081 TUNJUNGA AVENUE
City: SUN VALLEY State: CA Zip: 91352
Contact Person: DOUG CORCORAN Phone: (818) 767-6180 E-mail: dcorcoran@um.com
Approximate Number of Employees in the United States: ~ 42,616
Approximate Number of Employees in the City of Los Angeles: ~ 230

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

USA WASTE OF CALIFORNIA, INC.

dba WASTE MANAGEMENT will comply with the Equal Benefits Ordinance requirements as
Company Name

indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 27th day of JULY, in the year 2015, at LOS ANGELES, CA
(City) (State)

Signature _____

9081 TULUNGA AVENUE
Mailing Address

DOUG CORCORAN
Name of Signatory (please print)

SUN VALLEY CA 91352
City, State, Zip Code

VICE PRESIDENT
Title

68-0306154
EIN/TIN

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

USA WASTE OF CALIFORNIA, INC.

dba WASTE MANAGEMENT will fully comply with the First Source Hiring Ordinance requirements.

Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 27th day of JULY, in the year 2015, at LOS ANGELES, CA.
(City) (State)

Signature

DOUG CORCORAN
Name of Signatory (Please Print)

VICE PRESIDENT
Title

22353
BAVN ID No.

9081 TUJUNGA AVENUE
Mailing Address

SUN VALLEY, CA 91352
City, State, Zip Code

68-0306154
EIN/TIN

dcorcora@wm.com
E-Mail

or jlee@wm.com

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

SDO

C-110742

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, DOUG CORCORAN, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | | | |
|--------------------------------------|---------------------|-------------------|-------------------|
| <u>USA WASTE OF CALIFORNIA, INC.</u> | <u>818 252-3106</u> | <u>95-2370376</u> | <u>22353</u> |
| Company Name | Phone | Federal ID # | BAVN Company ID # |
| <u>9081 TUNJUNGA AVENUE</u> | <u>SUN VALLEY</u> | <u>CA</u> | <u>91352</u> |
| Street Address | City | State | Zip |
3. The Company came into existence in 1993 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on JANUARY 18, 2013 at LOS ANGELES, CA
 (Date) (City) (State)

Signature: [Signature] Title: DIRECTOR OF OPERATIONS
DOUG CORCORAN

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 501(c)(3) non-profit organization | | | | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | | Date _____ | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

USA Waste of California, Inc. dba
Waste Management (WM)CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

DEPARTMENT OF PUBLIC WORKS / BUREAU OF SANITATION LISA (213)
CITY CONTACT PERSON CARLSON 485-2210
City Department/Division Awarding Contract Phone

CITY-WIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE COLLECTION
AND HANDLING (BAVN 20534)
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

USA Waste of California, Inc. dba Waste Management (WM)
Bidder/Proposer Business Name

9081 Tujunga Avenue Sun Valley, CA 91352
Street Address City State Zip
LARRY METTER, PRESIDENT, SOUTHERN CALIFORNIA (818) 252-3140 (818) 262-3249
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☒ An update of a prior Questionnaire dated 10/09/2014

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 10/09/2014 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Larry Metter, President, Southern California Area
Print Name, Title

Signature

Date

10/20/14

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 18 1 of 18

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 06 / 25 / 93 State of incorporation: DE
List the corporation's current officers.

President: LARRY METTER

Vice President: DOUG CORCORAN

Secretary: LINDA SMITH

Treasurer: DEVINA A. RANKIN

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

WASTE MANAGEMENT HOLDINGS, INC. (DE) 100%

☐ **Limited Liability Company:** Date of formation: / / State of formation:
List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: / / State of formation:
List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: / /
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

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C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

ATTACHMENT A, Page 9, 10.

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☒ Yes ☐ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If Yes, list on Attachment A ^{HERE} the name of the corporation or partnership that actually holds the license.

→ USA WASTE OF CALIFORNIA, INC.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

✓ The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

3 of 18

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 21 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

Page 11, 12.

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

Page 13, 14.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

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F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☒ Yes ☒ No *YES.*

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

*ATTACHMENT
B.*

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

Please see attached.

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

5 7 18

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Larry Metter, President, Southern California Area
Print Name, Title

Signature

10/20/14
Date

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ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT A. C.1. Pages 9, 10.

~~NO ATTACHMENT B. N/A~~ *h* 10/24/2014

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ATTACHMENT B FOR SECTIONS D THROUGH H

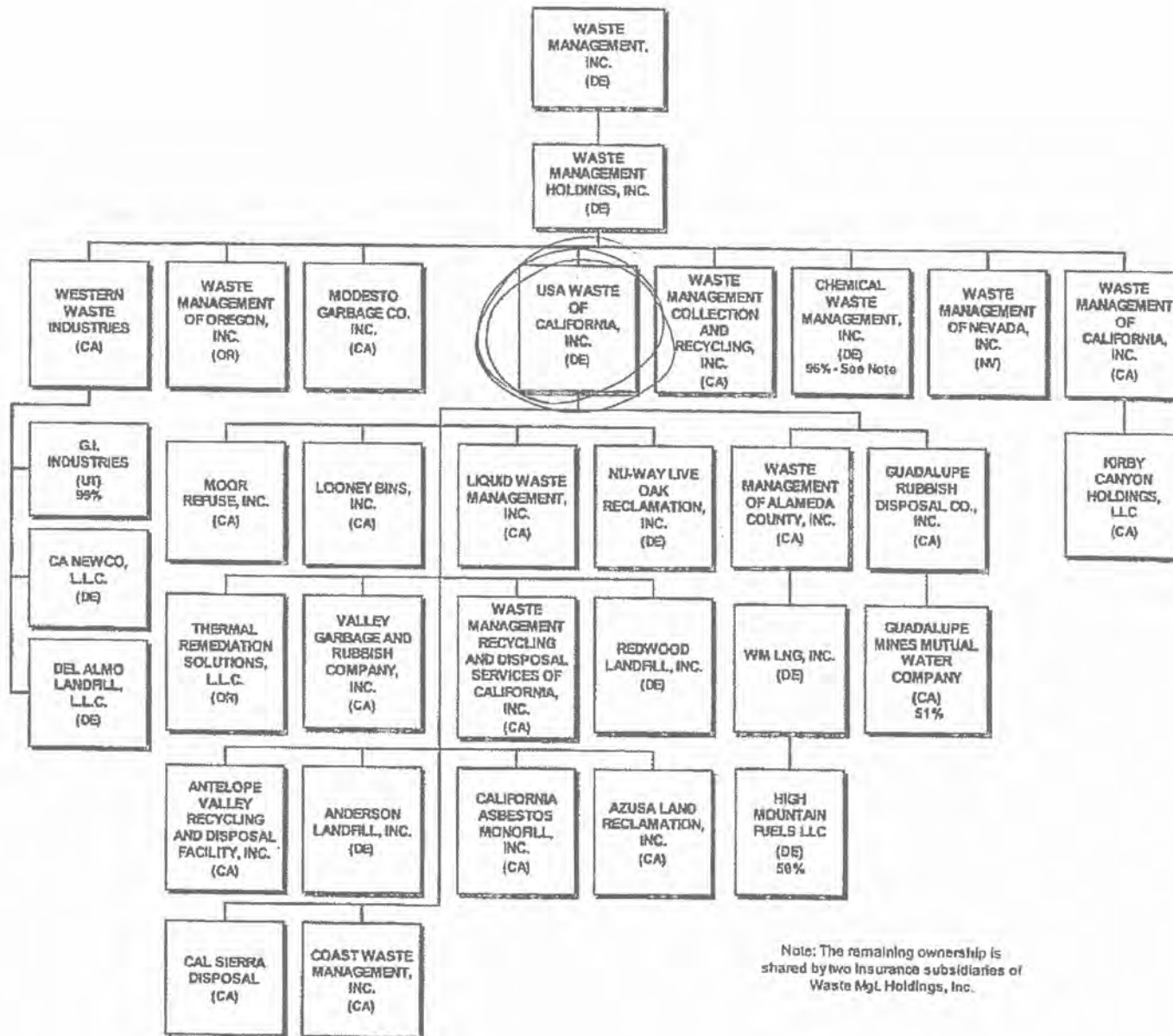
Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B. E. 8. Pages 11, 12.
E. 9 Pages 13, 14
F. 13 Pages 15, 16, 17.
G. 16 Page 18.

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CALIFORNIA (2014)



Note: The remaining ownership is shared by two insurance subsidiaries of Waste Mgt Holdings, Inc.

ATTACHMENT A
USA WASTE OF
CALIFORNIA, INC.

9 8 18

hCue

ATTACHMENT

A

Report Name : Management Structure
Filtered By : --
Exported On : 10/20/2014
Entity Name: USA Waste of California, Inc.

| Name | Title | Title Role |
|-----------------------|--|------------|
| Metter, Larry W. | Director | Director |
| Skolnick, Barry S. | Director | Director |
| Smith, Linda J. | Director | Director |
| Metter, Larry W. | President - Southern California Area | Officer |
| Skolnick, Barry S. | President - Northern California Area | Officer |
| Carpenter, Don P. | Vice President, Chief Financial Officer and Controller | Officer |
| Cassin, Joseph J. | Vice President | Officer |
| Corcoran, Douglas E. | Vice President | Officer |
| Demolder, Peter J. | Vice President and Assistant Secretary | Officer |
| Lockett, Mark A. | Vice President and Assistant Treasurer | Officer |
| Longo, Robert E. | Vice President and Assistant Secretary | Officer |
| Oseguera, Alejandro | Vice President | Officer |
| Rankin, Devina A. | Vice President and Treasurer | Officer |
| Smith, Linda J. | Vice President and Secretary | Officer |
| Stratton, David J. H. | Vice President and Assistant Secretary | Officer |
| Tsai, S. John | Vice President and Assistant General Counsel | Officer |
| Wilt, Dennis M. | Vice President | Officer |
| Bennett, Jeff R. | Assistant Treasurer | Officer |
| Tippy, Courtney A. | Assistant Secretary | Officer |

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Current and Prior City of Los Angeles Contracts

USA Waste of California, Inc. dba Waste Management

October 20, 2014

| Contract No. | Name of City Department/Agency | Contact Person/Phone Number | Signing Date | Completion Date | Description of Work | Total Dollar Amount |
|--------------|--------------------------------|---|--|---|---|--|
| C-110742 | Bureau of Sanitation | Javier Polanco 213-485-3062 | Attested 10/19/2006 | 03/16/2014 | Disposal services for city waste. | \$21,924,000.00 |
| C-107485 | Bureau of Sanitation | Stanton Lewis 213-485-3581; Rowena Romano 213-485-3626 | Attested 10/14/2004; 2006 final renewal | Current: AE 14508060M, AE 15508010M | Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas. | \$141M From 2006-2015 |
| C-113188 | Bureau of Sanitation | Michelle Mikesell 213-485-3884 | 03/18/2008 | First of two extensions in process. | Multi-family residential recycling. | \$17,000,000.00 |
| C-112001 | Bureau of Street Services | Josie Santiago 213-847-2861 | 08/09/2007 | 09/24/14 | Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility. | Not to exceed \$12,000,000.00 |
| C-112002 | Bureau of Street Services | Josie Santiago 213-847-2861 | 08/09/2007 | 09/24/14 | Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility. | Not to exceed \$12,000,000.00 |
| C-123735 | Bureau of Sanitation | Rowena Romano 213-485-3626 | 03/17/14 | Current | Disposal Services for Residential MSW | Not to exceed \$25,500,000.00 |
| C-124654 | Bureau of Street Services | Pam Ostrander (213) 847-2811 | 09/25/14 | Current | Disposal and recycling of inert materials. | Up to \$7M |
| C-92531 | Bureau of Sanitation | Stanton Lewis 213-485-3581 | 04/1995 | 08/2004 | Processing and transport of green and wood waste in the Northeast SF Valley. | Not to exceed \$31,135,000.00 |
| C-56886 | Bureau of Sanitation | Stanton Lewis 213-485-3581 | 04/1995 | 08/2004 | Processing and transport of green and wood waste downtown. | Not to exceed \$31,135,000.00 |
| C-93689 | Bureau of Sanitation | Javier Polanco 213-485-3062 | 07/1996 | 06/2001 | Disposal services for city-collected residential waste. | \$18.07/ton+CPI for life of contract. |

8/18

8/18

| | | | | | | |
|------------|-----------------------------|-------------------------------|------------|------------|--|------------------|
| 31654-15 | Port of Los Angeles | Tricia Carey | 07/21/2014 | 06/20/2015 | Contract title: Hard-to-Handle Disposal Service. | \$65,000.00/year |
| 01165-1 | Department of Water & Power | Karen Higgins 213-367-1137 | 04/01/2001 | 03/31/03 | Rubbish removal for 25-yard and 40-yard containers. | \$150,000.00 |
| 4600002002 | L.A. World Airports | Chris Baker | 08/14/2003 | 06/30/04 | Disposal of solid waste from 20- and 40-yard rolloff containers and compactors at LAX. | \$98,000.00 |
| 4600003685 | L.A. World Airports | Cheryl Sampson | 11/25/2005 | 11/25/2008 | Commercial recycling. | \$99,000.00 |

10/20/2014

Page 12 of 18

| Municipality Name/LOB | Franchise or Permit for Waste Collection and Recycling | Start Date | End Date | Contract Legal Entity |
|---|--|------------|------------|-------------------------------|
| Arcadia, City of | Franchise | 8/20/1999 | 6/30/2021 | USA Waste of California, Inc. |
| Atascadero | Franchise | 1/1/2008 | 12/31/2014 | USA Waste of California, Inc. |
| Carson, City of - Residential | Franchise | 7/15/2003 | 6/30/2018 | USA Waste of California, Inc. |
| Chino, City of | Franchise | 1/20/1999 | 12/31/2018 | USA Waste of California, Inc. |
| Citrus, Los Angeles County | Franchise | 11.1.07 | 10.31.14 | USA Waste of California, Inc. |
| City of La Habra | Franchise | 4.1.10 | 3.31.17 | USA Waste of California, Inc. |
| City of Laguna Beach | Franchise | 8.1.13 | 6.30.23 | USA Waste of California, Inc. |
| City of Lake Forest | Franchise | 9.1.03 | 3.31.14 | USA Waste of California, Inc. |
| City of Long Beach | Franchise | 1/1/2003 | 12/31/2014 | USA Waste of California, Inc. |
| City of Los Angeles- Harbor Route | Franchise | 3.17.08 | 3.18.15 | USA Waste of California, Inc. |
| City of Los Angeles- South Central | Franchise | 1.1.11 | 3.18.15 | USA Waste of California, Inc. |
| City of Mission Viejo | Franchise | 7.6.10 | 12.31.18 | USA Waste of California, Inc. |
| City of Santa Ana | Franchise | 6.30.93 | 6.30.18 | USA Waste of California, Inc. |
| Clovis - RO | Semi-Franchise | 8/1/2013 | 7/31/2015 | USA Waste of California, Inc. |
| Corona, City of | Franchise | 11/1/2006 | 11/1/2021 | USA Waste of California, Inc. |
| County of Orange | Franchise | 7.1.10 | 6.30.20 | USA Waste of California, Inc. |
| Diamond Bar. City of | Franchise | 8/16/2010 | 8/15/2018 | USA Waste of California, Inc. |
| Eastvale, City of | Franchise | 7/1/2011 | 6/30/2021 | USA Waste of California, Inc. |
| City of El Cajon | Franchise | 12.18.07 | 12.31.15 | USA Waste of California, Inc. |
| El Camino,/ Del Aire Los Angeles County | Franchise | 9.1.11 | 9.1.18 | USA Waste of California, Inc. |
| El Monte, City of | Franchise | 3/1/2008 | 4/1/2015 | USA Waste of California, Inc. |
| Fowler | Franchise | 5/8/2009 | 5/7/2024 | USA Waste of California, Inc. |
| Fresno City RO | Semi-Franchise | 9/1/2011 | 6/30/2016 | USA Waste of California, Inc. |
| Fresno County | Franchise | 8/1/2005 | 7/31/2027 | USA Waste of California, Inc. |

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U. 9

| | | | | |
|--------------------------------------|----------------|-----------|------------|-------------------------------|
| Huntington Park, City of | Franchise | 6/1/2003 | 12/31/2014 | USA Waste of California, Inc. |
| Inglewood, City of | Franchise | 12/1/2004 | 11/30/2012 | USA Waste of California, Inc. |
| Jurupa Valley | Franchise | 7/1/2012 | 6/30/2019 | USA Waste of California, Inc. |
| Kingsburg | Franchise | 7/1/2003 | 6/30/2014 | USA Waste of California, Inc. |
| La Verne, City of | Franchise | 1/1/2011 | 12/31/2015 | USA Waste of California, Inc. |
| Manhattan Beach, City of | Franchise | 11/1/2002 | 6/30/2018 | USA Waste of California, Inc. |
| Menifee | Franchise | 1/1/2011 | 12/31/2023 | USA Waste of California, Inc. |
| Moreno Valley, City of | Franchise | 7/1/2008 | 6/30/2018 | USA Waste of California, Inc. |
| Norco | Franchise | 4/18/1998 | 7/1/2024 | USA Waste of California, Inc. |
| Pinedale Water District | Franchise | 4/1/1999 | 9/29/2017 | USA Waste of California, Inc. |
| Rancho Dominguez, Los Angeles County | Franchise | 9.1.11 | 9.1.18 | USA Waste of California, Inc. |
| Riverside County AREA 3 | Franchise | 1/1/1999 | 12/31/2018 | USA Waste of California, Inc. |
| San Bernardino County | Franchise | 7/1/2009 | 6/30/2019 | USA Waste of California, Inc. |
| San Dimas, City of | Franchise | 1/1/2008 | 12/31/2017 | USA Waste of California, Inc. |
| Santa Clarita, City of | Franchise | 4/15/2006 | 6/30/2023 | USA Waste of California, Inc. |
| Santa Clarita, City of (Industrial) | Semi-Franchise | 1/1/2006 | 12/31/2015 | USA Waste of California, Inc. |
| City of Santee | Franchise | 12.19.12 | 12.31.20 | USA Waste of California, Inc. |
| South Gate, City of | Franchise | 5/10/2005 | 12/31/2022 | USA Waste of California, Inc. |
| | | | | |
| | | | | |

F. DISPUTES
ATTACHMENT B

| Matter Name | Court/Forum | Status | Case/Doc ket No. | Date Filed | Legal Entity(s) | Disclosure Comments |
|--|---|----------|----------------------------|---------------|-------------------------------|---|
| Mitchell, James v. USA Waste of CA, Inc & Brian Waters | San Joaquin County Superior Court (CA) | Inactive | 39-2010-00238304-CU-WT-STK | 4/1/2010 | USA Waste of California, Inc. | Wrongful termination matter alleging age discrimination, among other claims. Settled. |
| Corrales, Silvestre v. Waste Management, Inc., Jorge Hernandez & Does 1 - 250 | Orange County Superior Court (CA) | Inactive | 30-2010-00388395 | 7/9/2010 | USA Waste of California, Inc. | Complaint for wrongful discharge in violation of public policy, among other claims. |
| Griffin, Jeff v. NorCal Inc.; Waste Management Inc. | United States District Court of Northern Dist | Inactive | CV10-02336 | 5/27/2010 | USA Waste of California, Inc. | Wrongful termination suit alleging race discrimination, among other claims. |
| Meneses, Julio v. Waste Management Collection and Recycling, Inc., et al | USDC, Central District of California | Inactive | EDCV10-01245 AHM (DTBx) | 8/19/2010 | USA Waste of California, Inc. | Wrongful termination matter. Settled. |
| Meneses, Julio v. Waste Management Collection and Recycling, Inc., et al | Riverside County Superior Court | Inactive | 10013464 | 7/7/2010 | USA Waste of California, Inc. | Wrongful termination matter. Settled. |
| Delgado, Gilbert, & Torres, Moises vs. USA Waste of CA Inc., a California Corporation; Waste Management of California, Inc. a California Corporation; and DOES 1 through 10, inclusive | Riverside County Superior Court | Inactive | 10017396 | 8/31/2010 | USA Waste of California, Inc. | Employee complaint stemming from alleged California wage and hour violations. Dismissed. |
| Martinez, Jesus v. Waste Management Collection & Recycling, Inc. | Los Angeles County Superior Court (CA) | Inactive | BC452050 | 12/28/2010 | USA Waste of California, Inc. | Wrongful termination matter. Settled. |
| Casian, Juan v. USA Waste of CA Inc. dba WM Inc. | Los Angeles County Superior Court (CA) | Inactive | BC454783 | 2/9/2011 | USA Waste of California, Inc. | Wrongful termination matter. Settled. |
| Persley & Killings v. WM Inc of CA | Riverside County Superior Court | Inactive | 1107883 | 5/5/2011 | USA Waste of California, Inc. | Action by temporary employees alleging sexual harassment and sexual favoritism. Dismissed with prejudice. |
| Smith, Tanya v. WM, Inc. dba El Sobrante Landfill | Superior Court of California-Riverside County | Active | RIC100024986 | 12/30/2010 | USA Waste of California, Inc. | Wrongful termination complaint alleging breach of contract and other allegations. Inactivity, dismissed. |
| Delgado, George v. Waste Management, Inc.; USA Waste of California, Inc., Waste Management Collection & Recycling, Inc. and Waste Management of California, Inc. and Does 1 - 100 | Superior Court of California-Riverside County | Inactive | RIC 112026 | 7/15/2011 | USA Waste of California, Inc. | Former employee suit alleging retaliation for filing workers' compensation claim, wrongful termination and infliction of emotional distress. Dismissed. |

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F 13

| Matter Name | Court/Forum | Status | Case/Doc ket No. | Date Filed | Legal Entity(s) | Disclosure Comments |
|---|---|----------|---------------------|---------------|--|--|
| Dinwiddle, Curtis v. Waste Management, Inc. dba Waste Management; and Don Johnson | USDC, Eastern District of California | Inactive | 11-CV01874-AWI-GSA | 11/3/2011 | USA Waste of California, Inc. | Complaint by former employee for discrimination on the basis of race and color; retaliation; hostile work environment, failure to prevent harassment, and wrongful termination in violation of public policy. Settled. |
| Jose Hernandez v. Waste Management and Does 1-100 Defendants | Fresno County Superior Court (CA) | Inactive | 12CECG00015 | 1/3/2012 | USA Waste of California, Inc. | Claim of discrimination on the basis of age, violation of the California Family Rights Act, and failure to prevent discrimination. Dismissed. |
| Agurto, Cynthia v USA Waste of California, Inc. | Superior Court of Sacramento County | Inactive | 34-2012-000125150 | 5/30/2012 | USA Waste of California, Inc. | Employee complaint alleging disability discrimination, failure to accommodate and engage in interactive process, and retaliation. |
| Redmon, Brandon v WMAC, Inc., et al | Superior Court of California - Alameda | Inactive | RG12661083 | 1/4/2013 | Waste Management, Inc. and WM Holdings, Inc. (dismissed both/WMAC) | Complaint alleging race discrimination, failure to prevent discrimination and harassment, wrongful termination and defamation. Dismissed. |
| Montes, Jalme v USA Waste of California, Inc. v USA Waste of California, Inc. | Superior Court of the State of CA for the County of Los Angeles | Active | BC509799 | 5/23/2013 | USA Waste of CA, Inc. | Former employee Complaint for Damages and demand for Jury Trial alleging wrongful termination, breach of employment contract, emotional distress. |
| Zavala, Larry v USA Waste of California, Inc. | Superior Court of the State of CA for the County of Los Angeles | Active | RIC1310668 | 9/23/2013 | USA Waste of CA, Inc. | Former employee Complaint for Damages and demand for Jury Trial alleging retaliatory discharge in violation of Government Code Section 12940(h). |
| Santillan, Gilberto v USA Waste of California, Inc. | Superior Court of the State of CA for the County of Los Angeles | Active | BC529586 | 12/4/2013 | USA Waste of CA, Inc. | Former employee terminated then rehired. Unable to pass e-Verify. Complaint alleges wrongful termination, failure to pay overtime, waiting time penalties, failure to pay meal breaks. |
| Rodriguez, Guillermo v Waste Management Collection & Recycling, Inc. et al | Superior Court of the State of CA for the County of Los Angeles | Active | BC533975 | 1/23/2014 | USA Waste of California, Inc. | Former employee alleges wrongful suspension in violation of public policy; retaliation in violation of the FEHA; age discrimination in violation of FEHA; intentional infliction of emotional distress; hostile work environment & harassment. |

F. DISPUTES
ATTACHMENT B

| Matter Name | Court/Forum | Status | Case/Doc ket No. | Date Filed | Legal Entity(s) | Disclosure Comments |
|---|--|----------|---------------------|---------------|-------------------------------|---|
| Aguirre, Guilber v USA Waste of CA, Inc. | CA Superior Court - Riverside | Active | RIC1407361 | 7/29/2014 | USA Waste of California, Inc. | Former employee alleges disability discrimination, failure to engage in the interactive process; failure to provide reasonable accommodation and wrongful termination. |
| West Coast Recycling Service, Inc. dba Mission Recycling v. Recycle America Alliance LLC, WM Recycle America LLC, USA Waste of California, Inc., Waste Management, Inc. | Los Angeles County Superior Court (CA) | Inactive | BC395445 | 7/31/2008 | USA Waste of California, Inc. | Breach of contract and fraud action alleging that WMRA intentionally ceased delivery of recyclable material. Defendant counter that contract was terminable at will. Settled. |
| | | | | | | 10/24/2014 |

F.13

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G. Compliance

As the company's chief operating subsidiary in California, at times the 40+ active businesses of USA Waste of California, Inc. (including its owners, partners or officers) receive inquiries or notices of submitted complaints/charges from a variety of regulatory agencies. In addition USA Waste of California, Inc. may be the subject of a formal investigation, cited and/or assessed penalties in various regulatory matters. We include a five-year history of notices of violation from environmental agencies, citations related to labor and employment matters from government agencies, and Occupational Health and Safety Administration citations. Our report considers information relating to facilities inherited by USA Waste of California, Inc. via corporate consolidation or acquisitions. For many of the other types of laws, rules, regulations or agency activities referenced in the City's request, we do not regularly or centrally track information. If the City desires additional information regarding any matters included in the City's request, please contact USA Waste of California's representative and we will use our best efforts to promptly provide those to the City.

Environmental Matters:

| Date | Site Name | Nature of Violation | Issuing Agency |
|---------|--------------------------------|--|----------------|
| 9/30/14 | Long Beach Hauling, Long Beach | Shipment of waste batteries via UPS without proper documentation | FAA |

OSHA Matters:

| Date | Issuing Agency | Site Name | Inspection Type | Circumstances/Outcome |
|----------|----------------|---|-----------------|--|
| 4/5/11 | OSHA | Nevada City Garbage Service, Grass Valley | Accident | Employee trainee fall, fractured legs. No penalty. |
| 3/15/13 | OSHA | Carson TS, Carson | Accident | Two violations, \$1685 penalty, case open, investigating. |
| 12/19/13 | OSHA | Cal Sierra Disposal, Sonora | Accident | Failure to record a reportable injury, \$500 fine. Closed. |

Employment Related Citations: None

Page 18

Last of 18

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-Wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFQ/RFP # (if any): Date RFB/RFQ/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: USA Waste of California, Inc., dba Waste Management
Company Address: 9081 Tujunga Ave.
City: Sun Valley State: CA Zip: 91352

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/29/2014.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature [Signature] FOR M.W. Date FEB 10 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

USA Waste of California, Inc. dba
Waste Management (WM)

USA WASTE OF CALIFORNIA INC
WASTE MANAGEMENT- LOS ANGELES
MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

*USA Waste of California, Inc.
(WM-LAMA)
Fund/Class: L049 - Cost of maintaining only
9081 TUJUNGA AVENUE
SUN VALLEY CA 91352
Acct 0000383632-0001-7; L049*

| THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED | | | | |
|---|------------|--------------------------|--------------------|--------|
| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | ISSUED: 08/19/2011 | STATUS |
| 000383632-0001-7 | L049 | Professionals/Counselors | 08/15/2011 | Active |

USA WASTE OF CALIFORNIA INC,
WASTE MANAGEMENT- LOS ANGELES MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516
9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

ISSUED BY:
Suparna P. Chatterjee
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT - READ REVERSE SIDE

Exhibit I: Los Angeles Residence Information

10/22/2014

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: USA WASTE OF CALIFORNIA, INC. dba

I. Corporate or Main Office Address: WASTE MANAGEMENT (WM)

1001 FANNIN

SUITE 4000

HOUSTON, TX 77002

II Total Number of Employees in Organization: 42,616

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

232 and 0.54 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Larry Metter, depose and say
that I am

President, Southern California of USA Waste of California, Inc.
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 2/08/2016 at Los Angeles, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

Larry Metter
(Signature)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

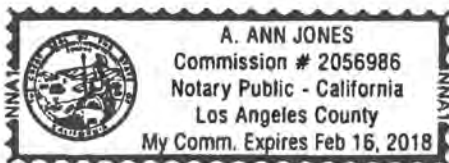
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On Feb. 08, 2016 before me, A. Ann Jones, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Larry Metter
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Ann Jones
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 2/08/2016
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Metter
☒ Corporate Officer — Title(s): President, So Cal
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

USA Waste of California, Inc. dba
Waste Management (WM)

Name of Organization

Larry Metter

Print Name

Signature

President, Southern California Area

Title

Date

10/20/14

Current and Prior City of Los Angeles Contracts

USA Waste of California, Inc. dba Waste Management

October 20, 2014

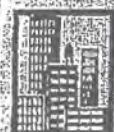
| Contract No. | Name of City Department/Agency | Contact Person/ Phone Number | Signing Date | Completion Date | Description of Work | Total Dollar Amount |
|--------------|--------------------------------|---|--|---|---|--|
| C-110742 | Bureau of Sanitation | Javier Polanco 213-485-3062 | Attested 10/19/2006 | 03/16/2014 | Disposal services for city waste. | \$21,924,000.00 |
| C-107485 | Bureau of Sanitation | Stanton Lewis 213-485-3581; Rowena Romano 213-485-3626 | Attested 10/14/2004; 2006 final renewal | Current: AE 14508060M, AE 15508010M | Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas. | \$141M From 2006-2015 |
| C-113188 | Bureau of Sanitation | Michelle Mikesell 213-485-3884 | 03/18/2008 | First of two extensions in process. | Multi-family residential recycling. | \$17,000,000.00 |
| C-112001 | Bureau of Street Services | Josie Santiago 213-847-2861 | 08/09/2007 | 09/24/14 | Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility. | Not to exceed \$12,000,000.00 |
| C-112002 | Bureau of Street Services | Josie Santiago 213-847-2861 | 08/09/2007 | 09/24/14 | Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility. | Not to exceed \$12,000,000.00 |
| C-123735 | Bureau of Sanitation | Rowena Romano 213-485-3626 | 03/17/14 | Current | Disposal Services for Residential MSW | Not to exceed \$25,500,000.00 |
| C-124654 | Bureau of Street Services | Pam Ostrander (213) 847-2811 | 09/25/14 | Current | Disposal and recycling of inert materials. | Up to \$7M |
| C-92531 | Bureau of Sanitation | Stanton Lewis 213-485-3581 | 04/1995 | 08/2004 | Processing and transport of green and wood waste in the Northeast SF Valley. | Not to exceed \$31,135,000.00 |
| C-56886 | Bureau of Sanitation | Stanton Lewis 213-485-3581 | 04/1995 | 08/2004 | Processing and transport of green and wood waste downtown. | Not to exceed \$31,135,000.00 |
| C-93689 | Bureau of Sanitation | Javier Polanco 213-485-3062 | 07/1996 | 06/2001 | Disposal services for city-collected residential waste. | \$18.07/ton+CPI for life of contract. |

USA Waste of California, Inc. dba
Waste Management (WM)

| | | | | | | |
|------------|-----------------------------|-------------------------------|------------|------------|--|------------------|
| 31654-15 | Port of Los Angeles | Tricia Carey | 07/21/2014 | 06/20/2015 | Contract title: Hard-to-Handle Disposal Service. | \$65,000.00/year |
| 01165-1 | Department of Water & Power | Karen Higgins 213-367-1137 | 04/01/2001 | 03/31/03 | Rubbish removal for 25-yard and 40-yard containers. | \$150,000.00 |
| 4600002002 | L.A. World Airports | Chris Baker | 08/14/2003 | 06/30/04 | Disposal of solid waste from 20- and 40-yard rolloff containers and compactors at LAX. | \$98,000.00 |
| 4600003685 | L.A. World Airports | Cheryl Sampson | 11/25/2005 | 11/25/2008 | Commercial recycling. | \$99,000.00 |

10/20/2014

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

→ 20534

Awarding Authority (Department):

DEPARTMENT OF
BUREAU OF SANITATION, PUBLIC WORKS

Name of Bidder:

USA Waste of California, Inc. dba
Waste Management (WM)

Phone:

(818) 252-3106

Address:

9081 Tujunga Avenue
Sun Valley, CA 91352

Email:

lee @ wm.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10/20/14

Signature:

Name: Larry Metter

Title: President, Southern California Area

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):

→ 20534

Date Bid Submitted:

OCTOBER 29, 2014

Description of Contract: CITY-WIDE EXCLUSIVE FRANCHISE SYSTEM FOR
MUNICIPAL SOLID WASTE COLLECTION & HANDLING

Awarding Authority (Department):

BUREAU OF SANITATION, DEPT. OF PUBLIC WORKS

BIDDER USA Waste of California, Inc. dba

Name: Waste Management (WM)

Address: 9081 Tujunga Avenue, Sun Valley, CA 91352

Email (optional): llee@wm.com

Phone: (818) 252-3106

State Contractor ID: NOT APPLICABLE

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

FULL LIST ON Page 2 a. of 3 ATTACHED

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☒ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

Report Name : Management Structure
Filtered By : --
Exported On : 10/20/2014
Entity Name: USA Waste of California, Inc.

| Name | Title | Title Role |
|-----------------------|--|------------|
| Metter, Larry W. | Director | Director |
| Skolnick, Barry S. | Director | Director |
| Smith, Linda J. | Director | Director |
| Metter, Larry W. | President - Southern California Area | Officer |
| Skolnick, Barry S. | President - Northern California Area | Officer |
| Carpenter, Don P. | Vice President, Chief Financial Officer and Controller | Officer |
| Cassin, Joseph J. | Vice President | Officer |
| Corcoran, Douglas E. | Vice President | Officer |
| Demolder, Peter J. | Vice President and Assistant Secretary | Officer |
| Lockett, Mark A. | Vice President and Assistant Treasurer | Officer |
| Longo, Robert E. | Vice President and Assistant Secretary | Officer |
| Oseguera, Alejandro | Vice President | Officer |
| Rankin, Devina A. | Vice President and Treasurer | Officer |
| Smith, Linda J. | Vice President and Secretary | Officer |
| Stratton, David J. H. | Vice President and Assistant Secretary | Officer |
| Tsai, S. John | Vice President and Assistant General Counsel | Officer |
| Wilt, Dennis M. | Vice President | Officer |
| Bennett, Jeff R. | Assistant Treasurer | Officer |
| Tippy, Courtney A. | Assistant Secretary | Officer |



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

- ☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10/20/14

Signature: _____

Name: _____

Larry Metter

Title: _____

President, Southern California Area

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Subcontractors List Attached to CEC Form 55

1. American Language Services
1849 Sawtelle Blvd. #600
Los Angeles, CA 90025

Contact: Jay Herzog, 800-951-5020
2. Axiom Translation
14440 San Ardo Drive
La Mirada, CA 90638

Contact: Tom Suzuki, 714-251-8264
3. Paragon Language Service
5657 Wilshire Blvd. #310
Los Angeles, CA 90036

Contact: Marina Mintz, 323-966-4655
4. AMREP, Inc.
1555 C. Cucamonga Avenue
Ontario, CA 91761

Contact: Scott Mattson, 909-923-0430
5. CONFAB
14620 Arminta Street
Van Nuys, CA 91402

Contact: Kerry A. Holmes, 818-901-1005
6. WASTEQUIP TOTER
P. O. Box 7
Sanger, CA 93657

Contact: Rob Vezina, 818-406-2573

Subcontractors List Attached to CEC Form 55

7. DOPPSTADT West, USA
940 S. Via Rodeo
Placentia, CA 92870

Contact: Alex Samarin, 714-351-1436
8. ID Industries
2755 E. Philadelphia Street
Ontario, CA 91761

Contact: Linda Donoso, 949-903-2387
9. RUSH Truck Centers
8830 E. Slauson Avenue
Pico Rivera, CA 90660

Contact: Ryan Hindt, 210-901-7213
10. Pinnacle Petroleum, Inc.
7911 Professional Circle
Huntington Beach, CA 92648

Contact: Angela Wisdom, 918-630-5947
11. C.L.A.R.T.S.
2201 E. Washington Blvd.
Los Angeles, CA 90021

Contact: Khalil Gharios, 213-485-3002
12. Zero Waste Energy
3470 Mt. Diablo Blvd., A-215
Lafayette, CA 94549

Contact: Eric Herbert, 925-297-0600

Subcontractors List Attached to CEC Form 55

13. J. T. Gandara Transport, Inc.
P. o. Box 920176
Sylmar, CA 9392

Contact: Jay Gandara, 818-335-8505
14. Santiago Hernandez Trucking
P. O. Box 1862
Burbank, CA 91507

Contact: Anely Hernandez, 818-914-9306
15. Potential Industries, Inc.
922 East "E" Street
Wilmington, CA 90744

Contact: Daniel J. Domonoske, 310-549-5901
16. Drew Sones Consulting Services
6528 Greenleaf Avenue, Suite 112
Whittier, CA 90601

Contact: Drew Sones, 562-945-4100
17. Cascadia Consulting Group
1109 First Avenue, Suite 400
Seattle, WA 98101

Contact: Amity Lumper, 206-449-1111
18. C + C Public Relations & Social Marketing
615 Second Street, Suite 280
Seattle, WA 98104

Contact: Julie Colehour, 206-262-0363

Subcontractors List Attached to CEC Form 55

19. I W GROUP, Inc.
8687 Melrose Avenue, Suite G-540
West Hollywood, CA 90069

Contact: Bill Imada, 310-289-5500
20. Urban Design Center
1100 S. Hope, Suite 103
Los Angeles, CA 90015

Contact: Sherri Franklin, 213-447-9264
21. Urban Strategy Group
1100 S. Hope, Suite 103
Los Angeles, CA 90015

Contact: Paul Vizcaino, 310-428-7488
22. Chemistry PR
2760 Fifth Ave #215
San Diego, CA 92103

Contact: Audrey Doherty, 619-236-8397
23. The PM Group
25 Rancho Circle
Lake Forest, CA 92630

Contact: Paul McKinney, 949-597-1662, x 222
24. Community Build
4305 Degnan Blvd, #102
Los Angeles, CA 90008

Contact: Kimberly Ramsey, 323-290-6560

Subcontractors List Attached to CEC Form 55

25. Immigrant Charitable Foundation
5101 Santa Monica Blvd., #9
Los Angeles, CA 90029

Contact: Vincent Venegas, 213-325-5056 x 102
26. Pacoima Beautiful
13520 Van Nuys Blvd., #200
Pacoima, CA 91331

Contact: Veronica Padilla, 818-899-2454
27. Los Angeles Beautification Team
1741 N. Cherokee Avenue
Hollywood, CA 90028

Contact: Sharyn Romano, 323-962-2163
28. ICON Information Consultants
100 Waugh Drive #300
Houston, TX 77007

Contact: David Brown, 713-438-0919
29. ASLAN Consulting
801 S. Figueroa St., #1050
Los Angeles, CA 90017

Contact: Renee Young, 909-239-4300
30. 3S Global Business Solutions
7923 Nita Avenue
Canoga Park, CA 91304

Contact: Sam Mookerjee, 818-452-4403

Subcontractors List Attached to CEC Form 55

31. BIS Computer Solutions
Email Correspondence
miro@biscomputer.com

Contact: Miro Macho, 818-248-5023 x 104

32. TEC La Mirada
14800 Firestone Blvd
La Mirada, CA 90638

Contact: Jay Franklin, 818-364-2835

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

| | | |
|---|---|-----------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| USA WASTE OF CALIFORNIA, INC. dba WASTE MANAGEMENT | | 000038363200017 |
| By (Authorized Signature) | | |
|  | | |
| Print Name and Title of Person Signing | | |
| LARRY NIETES, PRESIDENT, SOUTHERN CALIFORNIA AREA | | |
| Date Executed | City Approval (Signature) | (Print Name) |
| 10/26/14 |  | David Meyer |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |
| | | |

N/A

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CALMET SERVICES, INC.
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
EAST DOWNTOWN ZONE
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and CalMet Services, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, CalMet Services, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

Intentionally left blank

ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
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| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | CalMet Services, Inc. |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The East Downtown Zone, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
|--|---|
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
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| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s), consistent with L.A.M.C Section 66.33.2, except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY'S CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> Lightweight durable plastic or metal At least four (4) wheels, if applicable Solid, durable bottom Lid with handle Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

CONTRACTOR may also submit mitigating information in writing to the CITY PROJECT MANAGER that includes the following:

- Proof of delivery of services, outreach, and education to all customers
- Multiple attempts to place BLUE BINS and GREEN BINS on customer sites
- Multiple attempts to educate on the proper use of BLUE BINS and GREEN BINS
- Waste characterization showing the progress of moving materials from BLACK BIN to BLUE BIN or GREEN BIN.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same

method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and the CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons

considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 UTILIZATION OF CLARTS

The CONTRACTOR shall deliver all SOLID WASTE collected under this AGREEMENT to the CITY's Central Los Angeles Recycling and Transfer Station (CLARTS). In the event CLARTS is unable to accept SOLID WASTE the CONTRACTOR shall utilize the backup SOLID WASTE disposal and transfer CERTIFIED FACILITIES. The CITY PROJECT MANAGER may approve the use of other CERTIFIED FACILITIES for the transfer and disposal of SOLID WASTE, as determined necessary by the CITY PROJECT MANAGER to ensure the efficient collection, transportation and disposal of SOLID WASTE.

The per ton charge (Tip Fee) at CLARTS shall be set at a maximum amount of \$60 for transfer and disposal, and \$11 for transloading, beginning in fiscal year 2017-2018. These fees shall be increased annually according to the terms of Section 7.3. If, at any time during the term of this AGREEMENT, private hauler customers at CLARTS are charged a lower Tip Fee rate than calculated under this Section, the CONTRACTOR shall be entitled to the lower rate. The CONTRACTOR shall ensure that SOLID RESOURCES, delivered to CLARTS for transloading, are collected from CLARTS within two hours of CITY notification. SOLID RESOURCES not collected within two hours of CITY notification will charged the per ton tip fee for transfer and disposal.

It is the CITY's intent to process ORGANICS collected under this AGREEMENT at CLARTS. The CITY shall notify the CONTRACTOR in writing when CLARTS is able to accept and process ORGANICS. The CONTRACTOR must begin delivery of all ORGANICS collected to CLARTS within 90 days of the CITY's notification. The Tip Fee at CLARTS may not exceed the Tip Fee being charged at the CONTRACTOR's primary ORGANICS facility, including CONTRACTOR's transfer cost as applicable, as of the date of first delivery to CLARTS, or the CONTRACTOR may continue to utilize their primary ORGANICS facility. The Tip Fee rate at CLARTS shall be increased annually according to the terms of Section 7.3.

6.6 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates no to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 4.32 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |
| | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|------------------------|---|---|
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the

approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by

the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Jennifer "JB" Blackman-D'Souza, General Manager
- 7202 Petterson Lane, Paramount CA 90723
- TEL: (562) 259-1239 x212 FAX: (562) 529-7958
Email: jdsouza@calmetservices.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$1,125,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: (213) 485-3774

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Jennifer "JB" Blackman-D'Souza, General Manager

Address: 7202 Petterson Lane, Paramount CA 90723

Telephone: (562) 259-1239 x212 Facsimile: (562) 529-7958

Email: jdsouza@calmetsservices.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
 - 2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

CALMET SERVICES

By: BT Souza

Title: VP

Date: 9.5.2010

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | EDT - East Downtown | | | | | | | | |
|--|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 30,145 | 30,378 | 30,611 | 30,844 | 31,077 | 31,310 | 31,543 | 31,775 | 32,008 |
| Target Disposal (Year 2025)** | | | | | | | | | 20,883 |
| Projected Disposal (tons) | 24,206 | 20,537 | 17,804 | 15,706 | 13,733 | 12,633 | 11,877 | 11,489 | 11,093 |
| Projected Diversion (tons) | 5,939 | 9,841 | 12,807 | 15,138 | 17,344 | 18,677 | 19,666 | 20,286 | 20,915 |
| Commingled Recycling Diversion (tons) | 4,070 | 4,785 | 5,510 | 5,830 | 6,433 | 7,045 | 8,517 | 9,294 | 10,083 |
| Food Waste (tons) | 932 | 1,408 | 2,128 | 2,621 | 2,801 | 2,983 | 3,168 | 3,355 | 3,544 |
| Yard Waste (tons) | 143 | 162 | 182 | 201 | 221 | 242 | 262 | 283 | 304 |
| Other Diversion (tons) | 794 | 3,486 | 4,987 | 6,486 | 7,889 | 8,407 | 7,719 | 7,354 | 6,984 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone EDT - Program Name:

[Add Another Program for this Zone](#)

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Diversion due to this program (tons) | 4,070 | 4,785 | 5,510 | 5,830 | 6,433 | 7,045 | 8,517 | 9,294 | 10,083 |
| Diverted Commingled Recyclables (tons) | 4,070 | 4,785 | 5,510 | 5,830 | 6,433 | 7,045 | 8,517 | 9,294 | 10,083 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Diversion theme, implementing strategy and/or methodology:

Target Audience

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zone EDT - Program Name:

Food Waste/Organics

Add Another Program for this Zone

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 1,075 | 1,570 | 2,310 | 2,822 | 3,022 | 3,225 | 3,430 | 3,638 | 3,848 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 1,075 | 1,570 | 2,310 | 2,822 | 3,022 | 3,225 | 3,430 | 3,638 | 3,848 |
| Food Waste (tons) | 932 | 1,408 | 2,128 | 2,621 | 2,801 | 2,983 | 3,168 | 3,355 | 3,544 |
| Yard Waste (tons) | 143 | 162 | 182 | 201 | 221 | 242 | 262 | 283 | 304 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement,

Diversion theme, implementing strategy and/or methodology:

Target Audience

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zone EDT - Program Name:

Dry Waste Routing/MRFing

Add Another Program for this Zone

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|-------|-------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 794 | 3,486 | 4,987 | 6,486 | 7,889 | 8,407 | 7,719 | 7,354 | 6,984 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| | 794 | 3,486 | 4,987 | 6,486 | 7,889 | 8,407 | 7,719 | 7,354 | 6,984 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | | | | | | | | | |
| Actual Participating Accounts (% of targeted accounts) | | | | | | | | | |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement,

Diversion theme, implementing strategy and/or methodology:

Target Audience

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Appendix B: Facility Utilization Plan

| ZONE: East Downtown | | | | |
|--|--|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| CLARTS | 2201 E. Washington Blvd., Los Angeles, CA 90021 | 19-AR-1182 | Primary | 7/1/17 |
| Paramount Resource Recycling | 7230 Petterson Lane, Paramount, CA 90723 | 19-AA-0840 | Secondary | 7/1/17 |
| | | | | |
| SOLID WASTE - Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Royal Recycling and Transfer | 14001 Garfield Ave., Paramount, CA 90723 | 19-AA-1138 | Primary | 1/1/22 |
| Puente Hills MRF | 2808 S. Workman Mill Road, Whittier, CA 90601 | 19-AA-1043 | Secondary | 7/1/17 |
| | | | | |
| SOURCE- SEPARATED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 S. Workman Mill Road, Whittier, CA 90601 | 19-AA-1043 | Primary | 7/1/17 |
| Downey Area Recycling and Transfer Station | 9770 Washburn Road, Downey, CA 90241 | 19-AA-0801 | Secondary | 7/1/17 |
| ORGANICS – Pre-Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 S. Workman Mill Road, Whittier, CA 90601 | 19-AA-1043 | Primary | 7/1/17 |
| Paramount Resource Recycling | 7230 Petterson Lane, Paramount, CA 90723 | 19-AA-0840 | Secondary | 7/1/17 |
| CLARTS | 2201 E. Washington Blvd., Los Angeles, CA 90021 | 19-AR-1182 | Secondary | 7/1/17 |
| ORGANICS - Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Tierra Verde Industries | 8065 Marine Way, Irvine, CA 92618 | 30-AB-0403 | Secondary | 7/1/17 |
| | | | | |
| | | | | |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service
(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**


**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|--|
| Project Title | Request for Proposals for the citywide Exclusive Franchise System for Municipal Solid Waste from Privately Served Commercial and Multifamily including Collection, Processing, Transfer and Disposal |
|----------------------|--|

| | |
|-------------------------------------|---|
| Proposer CalMet Services | Address 7202 Petterson Lane, Paramount CA 90723 |
| Contact Person JB D'Souza | Phone/Fax 562-259-1239, Fax 562-529-7688 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Zero Waste Energy- DirkDungeon 3470 Mt. Diablo Blvd., Suite A125 Lafayette, CA 94549 925-297-0600 | Installation and design of anaerobic digester | OBE | | \$0 |
| Rehrig Pacific Company- Yasi Jahanshani 4010 East 26 th Street Los Angeles, CA 90058 714-717-0601 | Cart manufacturer | OBE | | \$90,000 |
| Consolidated Fabricators Corp- Kerry Holmes 14620 Arminita Street Van Nuys, CA 91402 323-640-4078 | Bin manufacturer | OBE | | \$2,100,000 |
| AMREP Inc.- Scott Mattson 1555 S.Cucamonga Ave. Ontario, CA 91761 909-962-9264 | Truck Manufacturer | OBE | | \$1,980,000 |
| PCScale Tower- Yasi Alemezadeh 119 South Fifth Street Oxford, PA 19363 800-962-9264 | Refuse specific billing, routing and customer service software | OBE | | \$100,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |  Signature of Person Completing this Form JB D'Souza Printed Name of Person Completing this Form Vice-President August 18, 2016 Title Date |
|--|---------------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$ | % | |
| TOTAL WBE AMOUNT | \$ | % | |
| TOTAL SBE AMOUNT | \$200,000 | .29 % | |
| TOTAL EBE AMOUNT | \$ | % | |
| TOTAL DVBE AMOUNT | \$ | % | |
| TOTAL OBE AMOUNT | \$5,089,000 | 7.3 % | |
| BASE BID AMOUNT | \$ 70,000,000 | | |


**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|----------------------|--|
| Project Title | Request for Proposals for the citywide Exclusive Franchise System for Municipal Solid Waste from Privately Served Commercial and Multifamily including Collection, Processing, Transfer and Disposal |
|----------------------|--|

| | |
|-----------------------|---|
| Proposer | Address |
| CalMet Services | 7202 Petterson Lane, Paramount CA 90723 |
| Contact Person | Phone/Fax |
| JB D'Souza | 562-259-1239, Fax 562-529-7688 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Clean Energy Fuels 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 Ray Burke 949-437-13115 | Managing CNG fueling station and supply CNG fuel | OBE | | \$630,000 |
| Synoptek 19520 Jamboree Rd, #110 Irvine, CA 92612 888-796-6783 | IT support and management | OBE | | \$100,000 |
| Fleet Mind Solutions Inc 1751 Richardson, Suite 7200 Montreal, Quebec, Canada, H3K 1 G6 619-726-2140 | Vehicle Routing Software | OBE | | \$89,000 |
| TVI 7913 Marine Way Irvine, CA 90723 Darren Ross 949-551-0363 | Organics Processing | OBE | | \$0 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |  Signature of Person Completing this Form JB D'Souza Printed Name of Person Completing this Form Vice-President August 18, 2016 Title Date |
|--|---------------|---------|---|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$ | % | |
| TOTAL WBE AMOUNT | \$ | % | |
| TOTAL SBE AMOUNT | \$200,000 | .29 % | |
| TOTAL EBE AMOUNT | \$ | % | |
| TOTAL DVBE AMOUNT | \$ | % | |
| TOTAL OBE AMOUNT | \$5,089,000 | 7.3 % | |
| BASE BID AMOUNT | \$ 70,000,000 | | |

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title

Request for Proposals for the citywide Exclusive Franchise System for Municipal Solid Waste from Privately Served Commercial and Multifamily including Collection, Processing, Transfer and Disposal

Proposer

CalMet Services

Address

7202 Petterson Lane, Paramount CA 90723

Contact Person

JB D'Souza

Phone/Fax

562-259-1239, Fax 562-529-7688

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
|--|---------------------------------------|--------------------------|-----------------------------|-----------------------------|
| Paramount Resource Recycling 7230 Petterson Lane Paramount, CA 90723 William Kalpakoff 562-602-6505 | Material processing, Transfer Station | OBE | | \$0 |
| LACSD 1955 Workman Mill Road Whittier, CA 90607 Bob Asgian 562-908-4288 | Material processing, Transfer Station | OBE | | \$0 |
| Container Management Group, LLC 840 W Grove Orange, CA 92865 Steve Fenzl 949-244-1669 | Container roll-out/transition plan | SBE | | \$200,000 |

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

| | DOLLARS | PERCENT |
|--------------------------|--------------|---------|
| TOTAL MBE AMOUNT | \$ | % |
| TOTAL WBE AMOUNT | \$ | % |
| TOTAL SBE AMOUNT | \$200,000 | .29 % |
| TOTAL EBE AMOUNT | \$ | % |
| TOTAL DVBE AMOUNT | \$ | % |
| TOTAL OBE AMOUNT | \$5,089,000 | 7.3 % |
| BASE BID AMOUNT | \$70,000,000 | |


Signature of Person Completing this Form

JB D'Souza
Printed Name of Person Completing this Form

Vice-President
Title

August 18, 2016
Date

Explanation of \$0 amounts

| Subcontractor | Description of Work | Amount | Why \$0 Amount |
|--|--|--------|--|
| Zero Waste Energy 3470 Mt. Diablo Blvd., Suite A125 Lafayette, CA 94549 Dirk Dungeon 925-297-0600 | Installation and design of anaerobic digester | \$0 | Organics requirements have changed since RFP, CLARTS will have a program |
| TVI 7913 Marine Way Irvine, CA 90723 Darren Ross 949-551-0363 | Organics Processing | \$0 | Organics requirements have changed since RFP, CLARTS will have a program |
| Paramount Resource Recycling 7230 Petterson Lane Paramount, CA 90723 William Kalpakoff 562-602-6505 | Material processing, Transfer Station | \$0 | Materials will be taken to CLARTS per contract |
| LACSD 1955 Workman Mill Road Whittier, CA 90607 Bob Asgian 562-908-4288 | Material processing, Transfer Station | \$0 | CalMet is planning on using LACSD for the processing of commingled recyclables. We expect the net cost will be \$0. |

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
 as PRINCIPAL(S), and _____, a
 corporation organized under the laws of the State of _____ and duly authorized to
 transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
 Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
 Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
 and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
 successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
 about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
 documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
 its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
 addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
 to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
 conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
 remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
 herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

 (Principal)

 (Principal)

 (Principal)

 (Principal)

By _____ (Attorney-in-Fact)

 (Surety)

- 1. Corporate or Individual principal must be on Corporate Acknowledgement form.**
- 2. Corporate Seal must be impressed hereon in case of corporation.**

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 45771 EIN/TIN: 95-2467192
Company Name: CalMet Services, Inc.
Company Address: 7202 Petterson LN
City: Paramount State: CA Zip: 90723
Contact Person: JB DSouza Phone: 562-259-1239 E-mail: jdsouza@calmetsservices.com
Approximate Number of Employees in the United States: 118
Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, JB DSouza, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

JB DSouza

Signature

01 August, 2016

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON labavn (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.ceoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, JB DSouza am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | |
|------------------------------|---|
| <u>45771</u> | <u>95-2467192</u> |
| BAVN Company Id | EIN/TIN |
| <u>CalMet Services, Inc.</u> | |
| Company Name | |
| <u>7202 Petterson LN</u> | <u>Paramount</u> <u>CA</u> <u>90723</u> |
| Street Address | City State Zip |
| <u>562-259-1239</u> | <u>jdsouza@calmetervices.com</u> |
| Phone | Email |
3. The company came into existence in 1999 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):
 - ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.ceoe@lacity.org.
 - ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.ceoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, JB DSouza, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

JB DSouza

Signature

01 August, 2016

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
- If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
- If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
- b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 501(c)(3) non-profit organization | | | | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | | Date _____ | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
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Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Public Works: Bureau of Sanitation Lisa Carlson 231-485-2260

City Department/Division Awarding Contract City Contact Person Phone

20534: Request for Proposals for City Wide Exclusive Franchise System for Municipal Solid Waste Collection Handling

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

CalMet Services, Inc.

Bidder/Proposer Business Name

7202 Petterson Lane Paramount Ca 90723

Street Address City State Zip

William Kalpakoff, General Manager 562-259-1239 562-529-7688

Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

William Kalpakoff William Kalpakoff 10-15-14
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 07 / 24 / 1966 State of incorporation: California

List the corporation's current officers.

President: Thomas Blackman

Vice President: Arthur Kazarian

Secretary: Gary Kazarian

Treasurer: Harry Gruhn

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the Invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☒ Yes ☐ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 48 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☒ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

William KALGAKOFF William Kalgakoff 10-15-14
Print Name, Title Signature Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Question C(1.) CalMet Services, Inc. is a 100% owned subsidiary of Mottra Corporation. Mottra Corporation is owned 50% by Thomas K Blackman and 50% by Arthur Kazarian

Question C(2.) Thomas K Blackman owns a 1/3 interest in Big Bear Disposal, a California Corporation, which operates a waste collection and recycling operation in and around the City of Big Bear Lake, California.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Similar work experience:

City of Cerritos: Exclusive Residential and Commercial Services, 1978-present

City of Commerce: Exclusive Residential Services, 1979-present

City of Downey: Exclusive Residential and Commercial Services, 1961-present

City of Lomita: Exclusive Residential and Commercial Services, 1996-present

County of Los Angeles, Unincorporated Oceanview/La Rambla/West Carson: Exclusive Residential Services, 2011-present

City of Paramount: exclusive residential and Commercial Services, 1978-present

Leisure World, Seal Beach: Exclusive Waste and Recycling Services, 1997-present

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: CalMet Services, Inc.
Company Address: 7202 Petterson Lane
City: Paramount State: CA Zip: 90723

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) AUG 11 2016

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Tom Dam Phone (213) 847-2455

DAA Representative Signature  Date AUG 11 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

CAL MET SERVICES INC
METROPOLITAN WASTE DISPOSAL

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX ISSUED: 08/09/2016

| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | STARTED | STATUS |
|-------------------|------------|------------------------|------------|--------|
| 0000354730-0001-4 | L048 | Miscellaneous Services | 01/01/2007 | Active |

CAL MET SERVICES INC
METROPOLITAN WASTE DISPOSAL
7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022
7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

Chari Bautels
DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: **CalMet Services, Inc.**

I. Corporate or Main Office Address:

7202 Petterson Lane

Paramount, CA 90723

II. Total Number of Employees in Organization: **149**

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

12 and **8** %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, William Kalpakoff, depose and say
that I am

Vice Secretary of CalMet Services, Inc.
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: October 15, 2014 at Paramount, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct


(Signature)

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

CalMet Services has had no City of Los Angeles contracts in the past 10 years. CalMet Services has been a permitted solid waste hauler /Contractor in the past ten years.

CalMet Services, Inc

Name of Organization

JB D'Souza

Print Name

October 8, 2014

Date



Signature

Environmental Services Manager

Title

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

20534

Awarding Authority (Department):

Public Works: Bureau of Sanitation

Name of Bidder:

CalMet Services, Inc

Phone:

562-259-1239

Address:

7202 Petterson Lane, Paramount CA 90723

Email:

jdsouza@calmetsservices.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: October 8, 2014

Signature: JB D'Souza

Name: JB D'Souza

Title: Environmental Services Manager

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
20534

Date Bid Submitted:
October 29, 2014

Description of Contract:

RFP for city wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department):

Public Works: Bureau of Sanitation

BIDDER

Name: CalMet Services, Inc.

Address: 7202 Petterson Lane

Email (optional): jdsouza@calmetsservices.com Phone: _____

State Contractor ID: Not applicable

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Thomas K Blackman Title: President, CEO
Address: 7202 Petterson Lane, Paramount CA 90723

Name: Arthur Kazarian Title: Vice President
Address: 7202 Petterson Lane, Paramount CA 90723

Name: Harry Gruhn Title: Treasurer, CFO
Address: 7202 Petterson Lane, Paramount CA 90723

Name: Gary S. Kazarian Title: Secretary
Address: 7202 Petterson Lane, Paramount CA 90723

☒ 1 additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed and submitted to the awarding authority with your bid or proposal for the contract. **PAGE 2** does not include a completed form will be deemed non-responsive. *(to be completed by the bidder)*

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
20534

Date Bid Submitted:
October 29, 2014

Description of Contract:

RFP for city wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department):

Public Works: Bureau of Sanitation

BIDDER

Name: CalMet Services, Inc.

Address: 7202 Petterson Lane

Email (optional): jdsouza@calmetsservices.com Phone: _____

State Contractor ID: Not applicable

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: William Kalpakoff Title: Assistant Secretary

Address: 7202 Petterson Lane, Paramount CA 90723

Name: Kris Kazarian Title: Assistant Treasurer

Address: 7202 Petterson Lane, Paramount CA 90723

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☒ 1 additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal
whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

- ☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10/28/14

Signature: _____

Name: _____

Title: _____

William G. Upton
BILL KALPAKOFF
General Manager

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

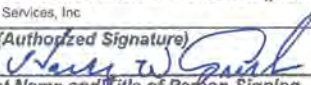
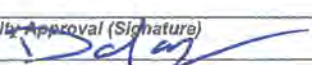
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

| | | | |
|--|--|----------------------------|------------------------------|
| Vendor Name/Financial Institution (printed) CalMet Services, Inc. | | BTRC (or n/a) 354730-86 | |
| By (Authorized Signature)  | | | |
| Print Name and Title of Person Signing Harry Gruhn, CFO | | | |
| Date Executed October 8, 2014 | City Approval (Signature)  | | (Print Name) Daniel Mayas |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | | |
|---|---------------------------|---------------|--------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) | |
| By (Authorized Signature) | | | |
| Print Name and Title of Person Signing | | | |
| Date Executed | City Approval (Signature) | | (Print Name) |

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
NASA SERVICES, INC.
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
DOWNTOWN ZONE
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and NASA Services, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, NASA Services, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
|--|---|
| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | NASA Services, Inc. |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The Downtown Zone, as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
|--|---|
| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
|--------------------------------|--|
| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s) consistent with L.A.M.C. Section 66.33.2, except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY'S CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> Lightweight durable plastic or metal At least four (4) wheels, if applicable Solid, durable bottom Lid with handle Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be

responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and the CITY shall reasonable consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 UTILIZATION OF CLARTS

The CONTRACTOR shall deliver all SOLID WASTE collected under this AGREEMENT to the CITY's Central Los Angeles Recycling and Transfer Station (CLARTS). In the event CLARTS is unable to accept SOLID WASTE the CONTRACTOR shall utilize the backup SOLID WASTE disposal and transfer CERTIFIED FACILITIES. The CITY PROJECT MANAGER may approve the use of other CERTIFIED FACILITIES for the transfer and disposal of SOLID WASTE, as determined necessary by the CITY PROJECT MANAGER to ensure the efficient collection, transportation and disposal of SOLID WASTE.

The per ton charge (Tip Fee) at CLARTS shall be set at a maximum amount of \$60 for transfer and disposal, and \$11 for transloading, beginning in fiscal year 2017-2018. These fees shall be increased annually according to the terms of Section 7.3. If, at any time during the term of this AGREEMENT, private hauler customers at CLARTS are charged a lower Tip Fee rate than calculated under this Section, the CONTRACTOR shall be entitled to the lower rate. The CONTRACTOR shall ensure that SOLID RESOURCES, delivered to CLARTS for transloading, are collected from CLARTS within two hours of CITY notification. SOLID RESOURCES not collected within two hours of CITY notification will charged the per ton tip fee for transfer and disposal.

It is the CITY's intent to process ORGANICS collected under this AGREEMENT at CLARTS. The CITY shall notify the CONTRACTOR in writing when CLARTS is able to accept and process ORGANICS. The CONTRACTOR must begin delivery of all ORGANICS collected to CLARTS within 90 days of the CITY's notification. The Tip Fee at CLARTS may not exceed the Tip Fee being charged at the CONTRACTOR's primary ORGANICS facility, including CONTRACTOR's transfer cost as applicable, as of the date of first delivery to CLARTS, or the CONTRACTOR may continue to utilize their primary ORGANICS facility. The Tip Fee rate at CLARTS shall be increased annually according to the terms of Section 7.3.

6.6 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 4.32 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|------------------------|---|---|
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER

TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR

shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Jack Topalian, General Manager
- 1100 S. Maple Ave., Montebello, CA 90640
- TEL: (888) 888-0388/FAX: (888) 888-0398 /Email: Jack@NASAServices.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$1,125,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S Broadway, 5th Floor, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: (213) 485-3774

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Tomas Ochoa

Address: 1100 S. Maple Ave., Montebello, CA 90640

Telephone: (213) 840-0002; (562) 254-0287 Facsimile: (888) 888-0398

Email: Tomas@nasaservices.com

Secondary Contact: Jack Topalian

Address: 1100 S. Maple Ave., Montebello, CA 90640

Telephone: (888) 888-0388; (213) 305-0999 Facsimile: (888) 888-0398

Email: Jack@nasaservices.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

- 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

NASA SERVICES, INC.

By: Adam Salameh

Title: PRESIDENT

Date: 9/5/16

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | DT - Downtown | | | | | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 60,815 | 61,285 | 61,755 | 62,225 | 62,694 | 63,164 | 63,634 | 64,104 | 64,574 |
| Target Disposal (Year 2025) ** | 42,129 | | | | | | | | |
| Projected Disposal (tons) | 33,616 | 30,296 | 28,613 | 27,368 | 25,992 | 24,778 | 23,583 | 22,367 | 21,132 |
| Projected Diversion (tons) | 27,200 | 30,989 | 33,142 | 34,857 | 36,702 | 38,386 | 40,051 | 41,737 | 43,442 |
| Commingled Recycling Diversion (tons) | 12,163 | 16,547 | 17,909 | 19,290 | 20,689 | 22,107 | 22,749 | 23,398 | 24,054 |
| Food Waste (tons) | 3,041 | 4,290 | 6,176 | 7,467 | 8,777 | 9,790 | 10,818 | 11,859 | 12,915 |
| Yard Waste (tons) | 791 | 1,103 | 1,451 | 1,680 | 1,912 | 2,116 | 2,323 | 2,532 | 2,744 |
| Other Diversion (tons) | 11,205 | 9,049 | 7,606 | 6,420 | 5,324 | 4,373 | 4,162 | 3,947 | 3,729 |
| *These are the projected values, to be assumed for the purpose of this plan. | | | | | | | | | |
| **By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT. | | | | | | | | | |

Zone DT - Program Name: Multifamily Recycling Buddy Campaign

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 13,525 | 12,138 | 11,353 | 10,797 | 10,341 | 10,021 | 10,410 | 10,805 | 11,204 |
| Diverted Commingled Recyclables (tons) | 4,561 | 5,056 | 5,558 | 6,067 | 6,583 | 7,106 | 7,636 | 8,173 | 8,717 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| MRF Processing Diversion | 8,964 | 7,082 | 5,795 | 4,730 | 3,758 | 2,915 | 2,774 | 2,632 | 2,486 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Door-to-door outreach to multifamily complexes. Distribution of Recycling Buddy container to all households. Targeted education and outreach. Posters and signage at laundromats, elevators.

Diversion theme, implementing strategy and/or methodology:

Target Audience

Multifamily residents

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zero Waste Associates and community outreach specialist. Go door to door to provide materials and offer assistance. Work with Zero Waste Team, and Communications Team. Metrics will be in place to evaluate program success

Zone DT - Program Name: **Commercial Commingled Recycling**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 9,843 | 13,458 | 14,162 | 14,912 | 15,672 | 16,459 | 16,500 | 16,540 | 16,579 |
| Diverted Commingled Recyclables (tons) | 7,602 | 11,491 | 12,351 | 13,223 | 14,106 | 15,001 | 15,113 | 15,225 | 15,336 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| E-waste, bulky and special materials | 2,241 | 1,967 | 1,811 | 1,689 | 1,566 | 1,458 | 1,387 | 1,316 | 1,243 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 10% | 25% | 50% | 75% | 90% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community

Commercial Recycling Campaign targeted at commercial generators. Distribution of educational and outreach materials and performance of waste audits. Provide businesses with recycling containers, signage, posters and stickers. Create online training programs

Diversion theme, implementing strategy and/or methodology:

Target Audience

Commercial businesses

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zero Waste Associates. Work with Zero Waste Team to create educational materials, audit forms and other materials. Visit generators starting with the largest generators first.

Zone DT - Program Name: **Commercial Organics**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Diversion due to this program (tons) | 3,801 | 5,362 | 6,947 | 7,778 | 8,620 | 9,475 | 10,341 | 11,218 | 12,108 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 3,801 | 5,362 | 6,947 | 7,778 | 8,620 | 9,475 | 10,341 | 11,218 | 12,108 |
| Food Waste (tons) | 3,041 | 4,290 | 5,558 | 6,223 | 6,896 | 7,580 | 8,272 | 8,975 | 9,686 |
| Yard Waste (tons) | 760 | 1,072 | 1,389 | 1,556 | 1,724 | 1,895 | 2,068 | 2,244 | 2,422 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 10% |
| Actual Participating Accounts (% of targeted accounts) | 25% | 35% | 45% | 50% | 55% | 60% | 65% | 70% | 75% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community

Commercial Organics Collection Program at targeted commercial accounts generating food, green waste or food soiled paper. Distribution of education and outreach materials and performance of waste audits. Provide businesses with recycling containers, signage, posters and stickers. Create online training programs.

Diversion theme, implementing strategy and/or methodology:

Target Audience

Commercial businesses

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zero Waste Associates. Work with Zero Waste Team to create educational materials, audit forms and other materials. Visit generators starting with the largest generators first.

Zone DT - Program Name: Multifamily Organics Collections

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|------|------|------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 30 | 31 | 679 | 1,369 | 2,069 | 2,432 | 2,800 | 3,173 | 3,552 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 30 | 31 | 679 | 1,369 | 2,069 | 2,432 | 2,800 | 3,173 | 3,552 |
| Food Waste (tons) | 0 | 0 | 618 | 1,245 | 1,881 | 2,211 | 2,545 | 2,885 | 3,229 |
| Yard Waste (tons) | 30 | 31 | 62 | 124 | 188 | 221 | 255 | 288 | 323 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Actual Participating Accounts (% of targeted accounts) | 5% | 5% | 10% | 20% | 30% | 35% | 40% | 45% | 50% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community

Multifamily Organics Collection Program targeted at ALL multifamily complexes starting with largest complexes first and then eventually rolling out to all size complexes. Provides multifamily complexes with bins or carts for organics collections of food and greenwaste. Will provide education and outreach and bins for collection of organics given out during special events to encourage participation

Diversion theme, implementing strategy and/or methodology:

Target Audience

Multifamily complexes

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Zero Waste Associates and community outreach specialists will perform door-to-door outreach of educational materials.

Appendix B: Facility Utilization Plan

| ZONE: Downtown | | | | |
|--|--|-------------------|-----------------------------|----------------------------|
| <i>SOLID WASTE – Disposal/Transfer</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>CLARTS</i> | <i>2201 E. Washington Blvd., Los Angeles 90021</i> | <i>19-AR-1182</i> | <i>Primary Transload</i> | <i>7/1/17</i> |
| <i>Puente Hills Material Recovery Facility</i> | <i>2808 S. Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Secondary</i> | <i>7/1/17</i> |
| ZONE: Downtown | | | | |
| <i>SOLID WASTE – Processing</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>Puente Hills Material Recovery Facility</i> | <i>2808 S. Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Primary</i> | <i>7/1/17</i> |
| <i>Downey Area Recycling and Transfer Facility</i> | <i>9770 Washburn Rd., Downey, CA 90241</i> | <i>19-AA-0801</i> | <i>Secondary</i> | <i>7/1/17</i> |
| ZONE: Downtown | | | | |
| <i>SOURCE- SEPARATED RECYCLABLES – Processing</i> | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>Puente Hills Material Recovery Facility</i> | <i>2808 S. Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Primary</i> | <i>1/1/17</i> |

| ZONE: Downtown | | | | |
|--|--|-------------------|-----------------------------|----------------------------|
| <i>Downey Area Recycling and Transfer Facility</i> | <i>9770 Washburn Rd., Downey, CA 90241</i> | <i>19-AA-0801</i> | <i>Secondary</i> | <i>7/1/17</i> |
| ZONE: Downtown | | | | |
| ORGANICS – Pre-Processing | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>Puente Hills Material Recovery Facility</i> | <i>2808 S. Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Primary</i> | <i>7/1/17</i> |
| <i>Waste Management</i> | <i>804 S. Mission Road, Los Angeles, CA 900023</i> | | <i>Secondary</i> | <i>7/1/17</i> |
| ZONE: Downtown | | | | |
| ORGANICS – Processing | | | | |
| <i>Facility Name</i> | <i>Facility Address</i> | <i>SWIS No.</i> | <i>Primary or Secondary</i> | <i>Date To Be Utilized</i> |
| <i>Puente Hills MRF</i> | <i>2808 Workman Mill Rd., Whittier CA 90601</i> | <i>19-AA-1043</i> | <i>Primary</i> | <i>7/1/17</i> |
| <i>Waste Management</i> | <i>804 S. Mission Road, Los Angeles, CA 900023</i> | <i>19-AR-1183</i> | <i>Secondary</i> | <i>7/1/17</i> |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service
(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title: Franchise for Solid Waste Collection and Handling

Proposer: NASA Services, Inc.

Address: 1100 S Maple Ave., Montebello, CA 90640

Contact Person: Jack Topalian

Phone/Fax: 323-888-0388 / 323-888-0398

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/ SBE/EBE/ DVBE/OBE | CALTRANS/ CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
|---|--|----------------------------------|------------------------------------|--------------------------------|
| Distributors Unlimited 1205 Date Street, Montebello, CA 90640 323-721-0636 | Repair and manufacture bins and roll-off containers | OBE | | \$500,000 |
| Go2Zero Strategies 339 Kelsey Rd., San Dimas, CA 91773 626-840-1850 | Project management, recycling and Zero Waste programs, customer education and outreach | WBE/ SBE | | \$3,000,000 |
| Isidore Electronics Recycling 525 S Hewitt St., Los Angeles, A 90013 323-222-3322 | Electronic Recycling | OBE | | 100,000 |
| Schaefer Systems International, Inc 10021 Westlake Dr., Charlotte, NC 28273 704-944-4500 | Plastic cart manufacturing | OBE | | \$961,625 |
| S. Groner Associates, Inc. 100 W Broadway, Suite 290, Long Beach, CA 90802 562-597-0205 | Marketing, social media, graphic design | SBE | | \$250,000 |

**PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE
PARTICIPATION**

| | DOLLARS | PERCENT |
|--------------------------|---------------|---------|
| TOTAL MBE AMOUNT | \$765,345 | 0.41 % |
| TOTAL WBE AMOUNT | \$3,010,000 | 1.63 % |
| TOTAL SBE AMOUNT | \$3,250,000 | 1.76 % |
| TOTAL EBE AMOUNT | \$0 | 0.00 % |
| TOTAL DVBE AMOUNT | \$0 | 0.00 % |
| TOTAL OBE AMOUNT | \$2,651,220 | 1.43 % |
| BASE BID AMOUNT | \$185,000,000 | |


Signature of Person Completing this Form

Arsen Sarkisian

Printed Name of Person Completing this Form

President

8/25/2016

Title

Date

MUST BE SUBMITTED WITH PROPOSAL


SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| | |
|---|---|
| Project Title: Franchise for Solid Waste Collection and Handling | |
| Proposer: NASA Services, Inc. | Address: 1100 S Maple Ave., Montebello, CA 90640 |
| Contact Person: Jack Topalian | Phone/Fax: 323-888-0388 / 323-888-0398 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|--|---|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Impact EcoVision Environmental Inc. 12-1064 Salk Rd., Suite 250, Pickering Ontario L1W4B5, 289-987-4567 | Recycling containers for commercial and multi-family | OBE | | \$100,000 |
| Container Management Group, LLC. 14617 Arminta St., Van Nuys, CA 91402 949-289-0305 | Container maintenance | MBE | | \$765,345 |
| Fleetmind Solutions, LLC 1751 Richardson, Suite 7200 Montreal QC H3K1G6 888-639-1666 | Onboard vehicle tracking and routeware | OBE | | \$481,092 |
| Consolidated Fabricators Corp 14620 Arminta St., Van Nuys, CA 91402 818-901-1005 | Steel bins and containers | OBE | | \$100,000 |
| Wastequip Manufacturing LLC 814 Arion Pkwy, Ste 111, San Antonio, TX 78216 210-787-3244 | Steel bins and containers and plastic bins for food collections | OBE | | \$100,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|--|---------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$765,345 | 0.41 % |
| TOTAL WBE AMOUNT | \$3,010,000 | 1.63 % |
| TOTAL SBE AMOUNT | \$3,250,000 | 1.76 % |
| TOTAL EBE AMOUNT | \$0 | 0.00 % |
| TOTAL DVBE AMOUNT | \$0 | 0.00 % |
| TOTAL OBE AMOUNT | \$2,651,220 | 1.43 % |
| BASE BID AMOUNT | \$185,000,000 | |



Signature of Person Completing this Form

Arsen Sarkisian

Printed Name of Person Completing this Form

President 8/25/2016

Title Date

MUST BE SUBMITTED WITH PROPOSAL


**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|---|
| Project Title: Franchise for Solid Waste Collection and Handling |
|---|

| | |
|--------------------------------------|---|
| Proposer: NASA Services, Inc. | Address: 1100 S Maple Ave., Montebello, CA 90640 |
| Contact Person: Jack Topalian | Phone/Fax: 323-888-0388 / 323-888-0398 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|--|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| Kuba & Associates, Inc 515 S Figueroa St., Ste 1280, Los Angeles, CA 213-453-4658 | Community Outreach | MBE | | \$0 |
| Clean-up America 2900 E Lugo St., Los Angeles, CA 90023 323-980-9930 | Disposal and recycling of construction materials | MBE/ SBE | | \$0 |
| Adapt Consulting Inc dba Adapt Ad Specialty 13618 Lemay St., Van Nuys, CA 91401 818-782-6974 | Promotional products | OBE | | \$99,998 |
| MHI Global (Impact Learning Solutions) 10901 W Toller Dr., Ste 202, Littleton, Jefferson, CO 80127 | Customer service training | OBE | | \$20,000 |
| Kambrian Corporation 2707 E Valley Bl, Ste 312, West Covina, CA 91792 626-374-3933 | Telecommunications | WBE | | \$10,000 |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |  Signature of Person Completing this Form Arsen Sarkisian Printed Name of Person Completing this Form President 8/25/2016 Title Date | |
|--|---------------|---------|---|--|
| | DOLLARS | PERCENT | | |
| TOTAL MBE AMOUNT | \$765,345 | 0.41 % | | |
| TOTAL WBE AMOUNT | \$3,010,000 | 1.63 % | | |
| TOTAL SBE AMOUNT | \$3,250,000 | 1.76 % | | |
| TOTAL EBE AMOUNT | \$0 | 0.00 % | | |
| TOTAL DVBE AMOUNT | \$0 | 0.00 % | | |
| TOTAL OBE AMOUNT | \$2,651,220 | 1.43 % | | |
| BASE BID AMOUNT | \$185,000,000 | | | |

MUST BE SUBMITTED WITH PROPOSAL


**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|---|
| Project Title: Franchise for Solid Waste Collection and Handling |
|---|

| | |
|--------------------------------------|---|
| Proposer: NASA Services, Inc. | Address: 1100 S Maple Ave., Montebello, CA 90640 |
| Contact Person: Jack Topalian | Phone/Fax: 323-888-0388 / 323-888-0398 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|-------------------------------|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| The Printing Connection 6825 Valjean Ave., Van Nuys, CA 91406 818-782-5490 | Printing and mailing services | OBE | | \$30,305 |
| True Track, LLC 3156 Foothill Bl., Ste D, La Crescenta, CA 91214 818-279-2179 | GPS Equipment | OBE | | \$58,200 |
| The V Group 11856 Balboa Bl., #322, Granada Hills, CA 91344 818-621-2251 | Database systems management | OBE | | \$100,000 |
| | | | | |
| | | | | |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | <div style="text-align: center;">  Signature of Person Completing this Form Arsen Sarkisian Printed Name of Person Completing this Form President 8/25/2016 Title Date </div> | |
|--|---------------|---------|--|--|
| | DOLLARS | PERCENT | | |
| TOTAL MBE AMOUNT | \$765,345 | 0.41 % | | |
| TOTAL WBE AMOUNT | \$3,010,000 | 1.63 % | | |
| TOTAL SBE AMOUNT | \$3,250,000 | 1.76 % | | |
| TOTAL EBE AMOUNT | \$0 | 0.00 % | | |
| TOTAL DVBE AMOUNT | \$0 | 0.00 % | | |
| TOTAL OBE AMOUNT | \$2,651,220 | 1.43 % | | |
| BASE BID AMOUNT | \$185,000,000 | | | |

MUST BE SUBMITTED WITH PROPOSAL

Explanation for \$0 allocation under Schedule A

Kuba & Associates, Inc. – It was determined that most of the proposed activities were not required.

Clean-up America, Inc. – Construction material is not a part of the contract, so services are not needed.

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____,
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

1. Corporate or Individual principal must be on Corporate Acknowledgement form.
2. Corporate Seal must be impressed hereon in case of corporation.

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.ecoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: NASA Services, Inc BAVN Company ID # 46860
Company Address: 1100 S Maple Ave.
City: Montebello State: CA Zip: 90640
Contact Person: Jack Topalian Phone: 888-888-0388 E-mail: jack@nasaservices.com
Approximate Number of Employees in the United States: 100
Approximate Number of Employees in the City of Los Angeles: 45

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

NASA Services, Inc.

will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 2 day of January, in the year 20 16, at Montebello, CA
(City) (State)
1100 S Maple Ave.
Mailing Address
Montebello, CA 90640
City, State, Zip Code
20-4396615
EIN/TIN

Arsen Sarkisian
Name of Signatory (please print)
President
Title

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

NASA Services, Inc. will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


| | |
|--|-----------------------|
| Executed this <u>2</u> day of <u>January</u> , in the year 20 <u>16</u> , at <u>Montebello</u> , <u>CA</u> | |
|  | (City) (State) |
| Signature | 1100 S Maple Ave. |
| Arsen Sarkisian | Mailing Address |
| Name of Signatory (Please Print) | Montebello, CA 90640 |
| President | City, State, Zip Code |
| Title | 20-4396615 |
| 46860 | EIN/TIN |
| BAVN ID No. | info@nasaservices.com |
| | E-Mail |

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

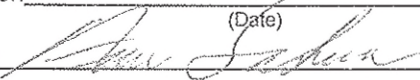
Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Arsen Sarkisian, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

| | | | |
|-------------------------------------|--------------|--------------|-------------------|
| NASA Services, Inc | 888-888-0388 | 20-4396615 | 46860 |
| Company Name | Phone | Federal ID # | BAVN Company ID # |
| 1701 Gage Rd., Montebello, CA 90640 | | | |
| Street Address | City | State | Zip |
- The Company came into existence in 1956 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):
 - ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 - ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on October 17, 2012 at Montebello, CA
(Date) (City) (State)
Signature:  Title: President

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|--|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ | | | | | | |
| 2. Contact Person: _____ Phone #: _____ | | | | | | |
| 3. Address: _____ | | | | | | |
| 4. Purpose of Subcontract: _____ | | | | | | |
| 5. Amount of Subcontract: \$ _____ | | | | | | |
| 6. Term: Start Date ____/____/____ End Date ____/____/____ | | | | | | |
| 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
| 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
| If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | | | | | | |
| 1. Subcontractor Name: _____ | | | | | | |
| 2. Contact Person: _____ Phone #: _____ | | | | | | |
| 3. Address: _____ | | | | | | |
| 4. Purpose of Subcontract: _____ | | | | | | |
| 5. Amount of Subcontract: \$ _____ | | | | | | |
| 6. Term: Start Date ____/____/____ End Date ____/____/____ | | | | | | |
| 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
| 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
| If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | | | | | | |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee 501(c)(3) non-profit organization | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | Date _____ | | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
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Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Public Works / Bureau of Sanitation

Lisa Carlson

213-485-2260

City Department/Division Awarding Contract

City Contact Person

Phone

RFP City-wide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

NASA Services, Inc

Bidder/Proposer Business Name

1100 S. Maple Ave.

Montebello

CA

90640

Street Address

City

State

Zip

Jack Topalian

888-888-0388

323-888-0398

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☒ An update of a prior Questionnaire dated 11 / 25 / 2013.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____ / ____ / ____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Jack Topalian, General Manager

Print Name, Title

Signature

Date

10/25/14

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 02 / 07 / 06 State of incorporation: CA

List the corporation's current officers.

President: Arsen Sarkisian

Vice President: Nick Sarkisian

Secretary: Nick Sarkisian

Treasurer: Nick Sarkisian

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 56 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ **Yes** ☒ **No**

(b) Work performance on a contract?

☐ **Yes** ☒ **No**

(c) Employment-related litigation brought by an employee?

☐ **Yes** ☒ **No**

14. Does your firm have any outstanding judgements pending against it?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Arsen Sarkisian, President

Print Name, Title


Signature

10-25-14

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Held prior contracts with: City of Los Angeles for Commercial Recycling Pilot Program

Currently have an exclusive solid waste management contract for residential, commercial and C&D collection with the City of Pico Rivera. The contract commenced July 1, 2012

Currently have a contract with the City of Los Angeles for the collection of multifamily recycling containers.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-Wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFQ/RFP # (if any): Date RFB/RFQ/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: NASA Services, Inc.
Company Address: 1100 S. Maple Ave.
City: Montebello State: CA Zip: 90640

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

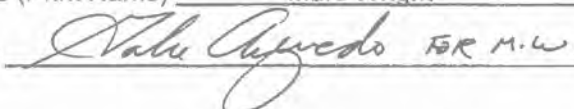
FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/29/2014.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature  Date FEB 10 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

ISSUED: 9/2/2007

| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | STARTED | STATUS |
|-------------------|------------|------------------------|------------|--------|
| 0002118773-0001-4 | L048 | Miscellaneous Services | 08/01/1986 | Active |

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NASA SERVICES INC
NASA SERVICES
ARSEN SARKISIAN
1701 GAGE ROAD
MONTEBELLO, CA 90640-6503

1701 GAGE ROAD
MONTEBELLO, CA 90640-6503



ISSUED BY:

Antoinette D. Christou

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: NASA Services, Inc.

I. Corporate or Main Office Address:

1100 S Maple Av

Montebello, CA 90640

II Total Number of Employees in Organization: 90

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

17 and 19 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Arsen Sarkisian, depose and say
that I am

President of NASA Services, Inc.
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 2/4/16 at Montebello, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct

Arsen Sarkisian
(Signature)

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

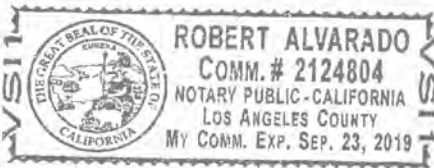
State of California

County of Los Angeles } SS.

On February 4, 2016, before me, Robert Alvarado, Notary Public,

personally appeared Arsen Sarkisian, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Non-Collusion Affidavit
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

February 4, 2016
DATE OF DOCUMENT

N/A
OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Self

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

City of Los Angeles

Multifamily Recycling Program

Contract #C0111835

Collection of recycling from multifamily complexes in West Los Angeles and North Central districts. Value of contract \$20M+

NASA also participated in two pilot projects for the collection of recyclables from multifamily and commercial accounts in 2005.

NASA Services, Inc


Name of Organization

Arsen Sarkisian

Print Name

Date

10-25-14



Signature

President

Title

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall—24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1980

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☐ Original filing ☒ Amended filing (original signed on _____; last amendment signed on 11/25/13)

Bid/Contract/BAVN Number:
BAVN 46860

Awarding Authority (Department):
Bureau of Sanitation

Name of Bidder:
NASA Services, Inc.

Phone:
888-888-0388

Address:
1100 S. Maple Ave., Montebello, CA 90640

Email:
jack@nasaservices.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10-25-14

Signature:

Name: Arsen Sarkisian

Title: President

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☐ Original filing ☒ Amended filing (original signed on 10/17/12 last amendment signed on 12/4/13)

Bid/Contract/BAVN Number (or other identifying information if no number):
BAVN 46860

Date Bid Submitted:
10/29/14

Description of Contract:
Solid waste and recycling collections

Awarding Authority (Department):
Bureau of Sanitation

BIDDER

Name: NASA Services, Inc.

Address: 1100 S. Maple Ave., Montebello, CA 90640

Email (optional): _____ Phone: 888-888-0388

State Contractor ID: _____

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Arsen Sarkisian Title: President
Address: 330 Georgian Rd., La Canada Flintridge, CA 91011

Name: Nick Sarkisian Title: Vice President
Address: 5204 Castle Rd., La Canada Flintridge, CA 91011

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 878-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Judi Gregory dba Go2Zero Strategies

Address: 339 Kelsey Rd., San Dimas, CA 91773

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Kuba & Associates, Inc.

Address: 515 S Figueroa St., Ste 1280, Los Angeles 90071

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: True Track, LLC

Address: 11458 Garret Pl., Tujunga, CA 91042

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Distributors Unlimited

Address: 1205 Date St., Montebello, CA 90640

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Isidore Electronics Recycling

Address: 411 S Hewitt St., LA, CA 90013

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Schaefer Systems International, Inc

Address: 10021 Westlake Dr., Charlotte, NC 28273

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: S. Groner Associates, Inc.

Address: 100 W Broadway, Suite 290, Long Beach, CA 90802

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Impact EcoVision Environmental DBA EcoVision Env

Address: 12-1064 Salk Road Suite 250, Pickering ON L1W4B5

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Clean-up America, Inc

Address: 2900 East Lugo St., Los Angeles, CA 90023

State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

☒ 1 additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Container Management Group, LLC
Address: 840 W Grove Ave., Orange, CA 92685
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: FleetMind Solutions, Inc
Address: 1751 Richardson, Ste 7200, Montreal QC H3K1G6
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: ConFab
Address: 14620 Arminia St., Van Nuys CA 91402
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: Wastequip Manufacturing Company, LLC
Address: 6525 Morrison Bl, Ste 300, Charlotte, NC 28211
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: _____
Address: _____
State Contractor ID (for identification purposes; if none, indicate "not applicable"): N/A

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1980

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: John Beliakoff Title: Partner
Address: 1701 El Travesim Dr.
Subcontractor: Distributors Unlimited

Name: Morris Beliakoff Title: Partner
Address: 1841 Turnbull Canyon
Subcontractor: Distributors Unlimited

Name: David Beliakoff Title: Partner
Address: 15212 Hollis Ave
Subcontractor: _____

Name: Kabira Stokes Hochberg Title: CEO
Address: 411 S Hewitt St., LA CA 90013
Subcontractor: Isidore Electronics Recycling

Name: Donnie Potter Title: President
Address: 2900 E Lugo St., LA CA 90023
Subcontractor: Clean-up America

☒ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: Judi Gregory dba Go2Zero Strategies
Subcontractor: Darlene Kuba dba Kuba & Associates

☒ 2 additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10-25-14 Signature: Arsen Sarkisian
Name: Arsen Sarkisian
Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Marty Bryant Title: CEO
Address: 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211
Subcontractor: Wastequip Manufacturing Company, LLC

Name: Stephen Svetik Title: CFO
Address: 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211
Subcontractor: Wastequip Manufacturing Company, LLC

Name: Rob Vezina Title: Regional Sales Director
Address: 11900 E Locke Rd., Lockeford, CA 95237
Subcontractor: Wastequip Manufacturing Company LLC

Name: Scott Wink Title: Regional Sales Manager
Address: 11900 E Locke Rd., Lockeford, CA 95237
Subcontractor: Wastequip Manufacturing Company LLC

Name: Michael Melideo Title: President
Address: 14620 Arminia St., Van Nuys, CA 91402
Subcontractor: ConFab

☒ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: Denise Byer dba True Track
Subcontractor: S. Groner Associates, Inc

☒ 1 additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10-25-14

Signature: [Signature]

Name: Arsen Sarkisian

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



City Ethics Commission
200 N Spring Street
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(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Martin Demers Title: CEO
Address: 47 Av Alsace, Candia, QC Canada J5R 5R7
Subcontractor: FleetMind Solutions Inc

Name: Kerry Holmes Title: Vice President Sales
Address: 14620 Arminta St., Van Nuys, CA 91402
Subcontractor: ConFab

Name: Brian Atwater Title: COO
Address: 14620 Arminta St., Van Nuys, CA 91402
Subcontractor: ConFab

Name: Martin Lord Title: COO
Address: 276 Av de l'Epee Montreal, QC Canada H2V 3T3
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

☒ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: Doug Hill / EcoVision Environmental

Subcontractor: Maria Chacon Ferrante / Container Mgmt Group

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 10-25-14

Signature: _____

Name: Armen Sarkisian

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

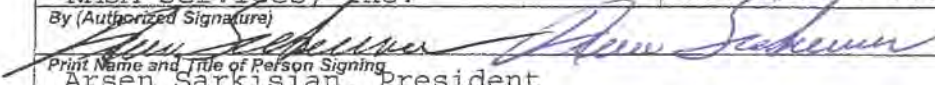

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

| | | |
|---|--|---|
| Vendor Name/Financial Institution (printed) NASA Services, Inc. | | BTRC (or n/a) 0002118773-0001-4 |
| By (Authorized Signature)  | | |
| Print Name and Title of Person Signing Arsen Sarkisian, President | | |
| Date Executed 10-25-14 | City Approval (Signature)  | (Print Name) Daniel Moya |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
WARE DISPOSAL COMPANY, INC.
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
SOUTHEAST ZONE
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by order of and through its BOARD of Public Works, hereinafter referred to as the "CITY" and Ware Disposal, Inc., hereinafter referred to as the "CONTRACTOR," is set forth as follows:

WITNESSETH

WHEREAS, the CITY has complied with the State Public Resources Code, section 49520, in notification of current permitted private waste haulers of a change to an exclusive franchise system for solid resources collection and handling, called Zero Waste LA; and

WHEREAS, there are 65,000 commercial and industrial customers, including over 700,000 residential units receiving solid resources services from permitted private waste haulers; and

WHEREAS, it is in the CITY's interest to provide all residents and businesses with access to recycling programs, cleaner air, and better customer service; and

WHEREAS, Private waste haulers are estimated to dispose over 1.5 million tons in landfills each year from these properties; and

WHEREAS, pursuant to the provisions of Mandatory Commercial Recycling (AB341) and Mandatory Organics Recycling (AB1826), businesses and multifamily residences are required subscribe to recycling programs under certain conditions; and

WHEREAS, the Mayor and the City Council certified the Final Environmental Impact Report and adopted the ordinance (Ordinance #182986) authorizing the Zero Waste LA Franchise System; and

WHEREAS, an RFP was prepared to create an exclusive franchise system that provides efficient handling of solid resources with clean fuel vehicles, real time customer service, and oversight of CONTRACTORS with accountability for lapses in service as well as other failures;

WHEREAS, on June 12, 2014, the CITY released a Request For Proposal (RFP) to qualified and interested parties; and

WHEREAS, on October 29, 2014, fifteen proposals were received by the CITY; and

WHEREAS, Ware Disposal, Inc., was deemed to be a qualified respondent as determined through the competitive process; and

WHEREAS, the selected CONTRACTOR has demonstrated the necessary qualifications to perform the said services, herein referred to in the Scope of Services; and

WHEREAS, this project will help Create a More Livable and Sustainable City, and the implementation of this project is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required solid resources collection and handling services in connection with the Scope of Services as outlined herein; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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**ARTICLE 1: SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

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ARTICLE 2: DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Table 2-1: Definitions and Abbreviations

| Terms and Abbreviations | Definition |
|--|---|
| 1-800-773-CITY, LASAN's CUSTOMER CARE CENTER, CITY's CUSTOMER CARE CENTER, CITY CALL CENTER, or CITY CRM | The 1-800-773-CITY, is LASAN's Customer Care Center accepting calls on a variety of LASAN related services. |
| AB 939 COMPLIANCE FEE | AB 939 COMPLIANCE FEE of 10 percent of the SOLID WASTE component of GROSS RECEIPTS, in accordance with the CITY's Private Solid Waste Hauler AB 939 Compliance Fee Ordinance 181519. |
| AB 939 COMPLIANCE PERMIT | A permit issued to PERMITTED HAULERS under the provisions of subsection (a) of L.A.M.C. Section 66.32.1. |
| ACCOUNT HOLDER | The individual or entity that is responsible for paying for services provided, and whose name appears on the service agreement with the CONTRACTOR (i.e., premise owner or management company) or a party designated by the owner to make changes to the account (i.e., building manager, sustainability consultant, regional manager, etc.). |
| AGREEMENT/CONTRACT | This contractual agreement between the CITY and CONTRACTOR for the collection, transportation, processing and disposal of SOLID RESOURCES generated by CUSTOMERS within the awarded FRANCHISE ZONE(S). |
| BASE RATE | Rate charged for the service level based on SOLID WASTE (BLACK BIN) with COMMINGLED RECYCLABLES (BLUE BIN) collected at the same frequency, as defined in Section 7.2.1. |
| BCA | The City of Los Angeles, Bureau of Contract Administration; for more information go to http://bca.lacity.org/index.cfm |
| BILL | Statement of charges for Solid Resources Collection Services provided under this AGREEMENT. |
| BLACK BIN | Black CONTAINERS of any size used for the collection of SOLID WASTE. |
| BLUE BIN | Blue CONTAINERS of any size used for the collection of COMMINGLED RECYCLABLES. |
| BOARD | The Board of Public Works of the City of Los Angeles |
| BROWN BIN | Brown CONTAINERS of any size used for the collection of horse manure. |
| BULKY ITEM/BULKY WASTE | Materials which are too large to be placed in the BLACK BIN (e.g., furniture), clearly marked as BULK WASTE and placed by the CUSTOMER for collection by the CONTRACTOR. BULK WASTE shall not include bulky items from CUSTOMERS that pay the MULTIFAMILY Bulky Item Fee, in accordance with L.A.M.C. Section 66.41. |
| CALENDAR DAY/days | Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight. Unless otherwise noted all days are considered CALENDAR DAYS. |
| CalOSHA | California State Occupational Safety and Health Administration; for more information, go to http://www.dir.ca.gov/dosh/ |
| CalRECYCLE | The Department of Resources Recycling and Recovery of the State of California, CalRECYCLE is the State's regulatory agency on solid waste management. |
| CEC | City Ethics Commission of the City of Los Angeles |

| Terms and Abbreviations | Definition |
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| CERTIFIED FACILITY | A facility that receives an annual certification from LASAN to receive SOLID RESOURCES managed under the terms of this AGREEMENT. |
| CITY | The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document. |
| CITY COUNCIL | Los Angeles City Council |
| CITY NOTIFICATION | The time of initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded their FRANCHISE ZONE. |
| CITY PROJECT MANAGER | The CITY's designated representative for all issues related to this AGREEMENT. |
| CLARTS | Central Los Angeles Recycling and Transfer Station |
| CLASS III LANDFILL | A landfill used for the disposal of nonhazardous solid waste. In accordance with Title 27 California Code of Regulations Section 20310, CLASS III LANDFILL shall have containment structures which are capable of preventing degradation of waters of the state as a result of waste discharges to the landfills if site characteristics are inadequate. |
| CLEAN FUEL VEHICLE | Alternative-fuel solid resources heavy-duty collection vehicle as defined by the South Coast Air Quality Management District (SCAQMD) Rule 1193(c)(1). |
| COLLECTION VEHICLE | A truck specially designed to collect SOLID RESOURCES and haul the collected material to a CERTIFIED FACILITY. Other common names for this type of truck include a trash truck, a refuse truck, a waste collection vehicle, or a refuse collection vehicle. This may apply to vehicles collecting CONTAINERS by side-loading carts, front- or rear-loading bins, hauling ROLL OFFS, or any other collection of SOLID RESOURCES or BULKY ITEMS, under the terms of this AGREEMENT. |
| COMMERCIAL/ COMMERCIAL ESTABLISHMENT | All industrial, retail, wholesale, services, restaurant, hotel, motel, institutional and other premises, which are subject to the existing City of Los Angeles AB 939 COMPLIANCE PERMIT and FRANCHISE SYSTEM regulating the collection and management of SOLID RESOURCES. COMMERCIAL ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| COMMINGLED RECYCLABLES | Material that has been kept separate from any other waste stream at the point of generation, for the purpose of additional sorting or processing of the material before recycling or reuse, which enables the return of the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. |
| COMPACTOR | A large sealed CONTAINER that allows for compaction of SOLID RESOURCES that can then be loaded onto a COLLECTION VEHICLE. |
| CONSTRUCTION AND DEMOLITION (C&D) DEBRIS | The material stream that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain HAZARDOUS WASTE, and contains no more than one percent putrescible wastes by volume, calculated on a monthly basis. |
| CONTAINER | 30 to 120 gallon carts, 1 to 8 cubic yard bins, COMPACTOR, ROLL OFF, or other approved vessel used for collection of SOLID RESOURCES from the CUSTOMERS' premises into a COLLECTION VEHICLE during collection, and meeting the requirements under this AGREEMENT. |
| CONTRACT | (See AGREEMENT/CONTRACT) |
| CONTRACT EXECUTION | Upon approval of BOARD, CITY COUNCIL, and MAYOR, the date that the City Clerk attests to this AGREEMENT. |
| CONTRACTOR | WARE Disposal Company, Inc. (WARE) |

| Terms and Abbreviations | Definition |
|--------------------------------|---|
| CONTRACTOR NOTIFICATION | The CONTRACTOR shall not contact CUSTOMERS about the FRANCHISE SYSTEM prior to 30 CALENDAR DAYS after the CITY NOTIFICATION. |
| CONTRACTOR PROJECT MANAGER | The CONTRACTOR's, designated representative for all issues related to this AGREEMENT. |
| CRM | Customer Relationship Management System |
| CUSTOMER | Any COMMERCIAL ESTABLISHMENT and/or MULTIFAMILY ESTABLISHMENT provided with collection services by the CONTRACTOR under this AGREEMENT. This includes citizens, residents, and tenants of these premises; those that are effected by the services provided under this AGREEMENT. |
| CUSTOMER SERVICE CENTER | A physical office with staff located in each awarded FRANCHISE ZONE, operated by the CONTRACTOR. |
| CUSTOMER TRANSITION | The period between CONTRACTOR NOTIFICATION, July 1, 2017, and START OF SERVICE DATE, January 1, 2018, in which all known and abandoned accounts shall be provided services under the FRANCHISE SYSTEM. |
| ELECTRONIC WASTE (E-waste) | As defined in SB 10, the California Electronic Waste Recycling Act of 2003. |
| EXTRA SERVICES | Services provided, that are not included in the BASE RATE, such as lid lockable CONTAINERS and Contamination Fees, listed in Table 7-3: Extra Collection Services and Associated Fees. |
| FEMA | Federal Emergency Management Agency |
| FRANCHISE FEE | Negotiated CONTRACTOR fee, paid to CITY determined as a percentage of GROSS RECEIPTS associated with providing services under this AGREEMENT. |
| FRANCHISE SYSTEM | The program as described in this document, for a CITY-wide exclusive franchise system for the collection and handling of SOLID RESOURCES, as approved by CITY Ordinance No. 182986, known as ZERO WASTE LA. |
| FRANCHISE ZONE | The Southeast Zone as defined in Appendix D, in which the CONTRACTOR shall provide service under this AGREEMENT. |
| FRANCHISEE | A PERMITTED HAULER awarded an agreement under the FRANCHISE SYSTEM to provide services to one or more FRANCHISE ZONE(s) other than the CONTRACTOR. |
| GHG | Greenhouse Gas |
| GPS | Global Positioning System |
| GREEN BIN | Green CONTAINERS of any size used for the collection of ORGANICS, which includes YARD TRIMMINGS and FOOD WASTE. |
| GROSS RECEIPTS | Those receipts defined under Gross Receipts in L.A.M.C. Section 21.00(a) as generated by the collection of SOLID RESOURCES including, but not limited to collection service, CONTAINER rental, EXTRA SERVICES, disposal, and processing charges. |
| HAZARDOUS WASTE | Any waste material which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat, or other means, if such a waste may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife, as defined in the California Code of regulations, Title 22, Section 66261.20. |
| HOLIDAYS | New Year's Day, Labor Day, Independence Day, Thanksgiving, Christmas Day and other holidays officially designated and observed as such by the CITY. |
| HOSPITAL | General acute care hospital (HOSPITAL) means a hospital, licensed by the California State Department of Health Services, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients. |

| Terms and Abbreviations | Definition |
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| IIPP | Injury and Illness Prevention Program |
| IT | Information Technology |
| L.A.M.C. | Los Angeles Municipal Code |
| LASAN | Bureau of Sanitation, Department of Public Works, City of Los Angeles |
| LASAN DIRECTOR | Director of the Bureau of Sanitation or his/her designated representative. |
| MANDATORY COMMERCIAL RECYCLING (MCR) | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011). |
| MANDATORY ORGANICS RECYCLING | State of California adopted legislation, which, among other actions, requires commercial businesses to subscribe to a recycling service; including but not limited to Assembly Bill 1826 (Chapter 727, Statutes of 2014). |
| MASTER TRANSITION SCHEDULE | The CONTRACTOR's detailed schedule for the implementation of the FRANCHISE SYSTEM, as described in Section 8.3. |
| MBE/WBE/SBE/EBE/DVBE/OBE | Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises |
| MEDICAL/BIOMEDICAL WASTE | Biohazards waste or sharps waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents, those organisms classified as Biosafety Level II, III, or IV by the Federal Centers for Disease Control and Prevention and may pose a substantial threat to health. |
| MULTIFAMILY/ MULTIFAMILY ESTABLISHMENT | Any single property, building or structure that contains multiple residential dwelling units referred to/defined as "Multifamily Dwelling" in Ordinance No. 182986. MULTIFAMILY ESTABLISHMENTS shall not include customers that receive SOLID RESOURCES services from the CITY. |
| NOISE ORDINANCE | L.A.M.C. Section 113.01 of Chapter XI |
| OCC | The City of Los Angeles' Bureau of Contract Administration, Office of Contract Compliance |
| ORGANICS | The compostable materials that are separated from other waste streams and placed in a CONTAINER for collection. ORGANICS may include, but are not limited to, grass, leaves, tree branches, clean wood free of any paint, nails or any treatment, food scraps, food soiled boxes and paper. |
| OSHA | Occupational Safety and Health Administration; for more information, go to https://www.osha.gov/ |
| PERMITTED HAULER | Any person or entity engaged in the business of providing, or who is responsible for the collection, removal, or transportation of SOLID RESOURCES generated within the CITY, with a CITY permit to do so. |
| Person | Any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of California or any other state; any county or municipality; and any governmental agency of any state or the federal government. |
| PHARMACEUTICAL WASTE | Prescription and over-the-counter drugs, except all drugs that fall within the definition of HAZARDOUS WASTE by the Resource Conservation and Recovery Act (RCRA) or the California Radiation Control Law (RCL). |
| Processing Facility | A facility used to receive, sort, process, bale, store, and otherwise recover material for reuse, or prepare commingled SOLID WASTE and SOURCE-SEPARATED recyclable materials, including ORGANICS, for sale to other processors or manufacturers. |
| RADIOACTIVE WASTE | Any waste containing radioactive material. |

| Terms and Abbreviations | Definition |
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| REAL TIME | The time in which the customer service information is transmitted, by updating, via push-pull, at a minimum of every five (5) minutes via the interface between the CITY's CRM and the CONTRACTOR's CRM. |
| RFP | Request for Proposals |
| RNP | Recycling Not Provided, described in Section 7.5 |
| ROLL OFF | A large, portable, open-top metal CONTAINER for the collection of SOLID RESOURCES, typically 10 cubic yards or larger |
| Rule 1193 | Rule 1193 of the South Coast Air Quality Management District (SCAQMD), which regulates refuse collection vehicles within the SCAQMD jurisdictional area. For more information, go to http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles . |
| SCAQMD | South Coast Air Quality Management District; for more information, go to http://www.aqmd.gov/home . |
| SOLID RESOURCES | The materials generated from CUSTOMERS, which includes COMMINGLED RECYCLABLES (BLUE BIN), ORGANICS (GREEN BIN), and SOLID WASTE (BLACK BIN) materials, Horse Manure (BROWN BIN) as well as other SOURCE-SEPARATED material, in the City of Los Angeles. |
| SOLID WASTE | Residual waste that the Department of Resources Recycling and Recovery (CalRECYCLE) has deemed acceptable for disposal at a CLASS III LANDFILL. For purposes of this AGREEMENT, residual SOLID WASTE does not include CONSTRUCTION AND DEMOLITION DEBRIS or other Exempt Materials as described in Section 3.1.3. |
| SOURCE-SEPARATED | Materials that are segregated by individual components of SOLID RESOURCES into separate containers for the purposes of recycling such components. |
| START OF SERVICE DATE | The date by which all known CUSTOMERS are provided SOLID RESOURCES services under this AGREEMENT. |
| STUDIO | A studio as defined in L.A.M.C. Section 66.31.1(8). STUDIOS within the CITY are 20 th Century Fox, Paramount Studios, Sunset Gower Studios, Sunset Bronson Studios, and Raleigh Studios Hollywood. |
| SUBCONTRACTOR | An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR |
| TARE WEIGHT | The weight of an empty COLLECTION VEHICLE, or CONTAINER; TARE WEIGHT is deducted from gross weight to obtain the net weight or gross tons of the delivered SOLID RESOURCES. |
| Transfer Station | A facility which receives, handles, separates, converts, or otherwise processes SOLID RESOURCES, whose activities are governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements. Such facilities typically transfer SOLID RESOURCES directly from one container to another, from one vehicle to another for transport, or temporarily store SOLID RESOURCES prior to being taken to a processing facility, or for final disposal at a CalRECYCLE-permitted landfills or transformation facility. |
| TRANSITION PERIOD | The period of transitioning customers receiving collection services from the existing open market permitted collection system to the Exclusive Franchise Program services provided under this AGREEMENT. This begins with the execution of this AGREEMENT. |
| VMT | Vehicle Miles Traveled |
| White Goods | Solid Waste materials comprised of discarded major appliances of any color. These items are often enamel-coated. Examples include but are not limited to washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. |
| Yard Trimmings | Material generated through landscaping activities, which may include, but is not limited to, grass, leaves, and tree branches. This is included in ORGANICS. |
| Zero Waste | 90% or higher Diversion of SOLID RESOURCES from CLASS III LANDFILLS |

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

CITY grants CONTRACTOR an exclusive franchise to provide collection, transfer, processing, and disposal services for SOLID RESOURCES as well as EXTRA SERVICES to each COMMERCIAL ESTABLISHMENT and applicable MULTIFAMILY ESTABLISHMENT in the FRANCHISE ZONE (s), except as otherwise provided herein. Appendix D includes the description and definition of this FRANCHISE ZONE(S) consistent with L.A.M.C section 66.33.2 and its boundaries. The CITY shall resolve at its sole discretion any disputes regarding FRANCHISE ZONE boundaries.

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

The CONTRACTOR shall use all reasonable efforts to assist the CITY be in compliance with all laws, including but not limited to regulations and permit conditions, that pertain to the services provided in accordance with this AGREEMENT.

At the CITY's request and in the format requested, the CONTRACTOR shall be responsible for providing all required information and documentation to support that the mandates are being addressed. Failure to provide this documentation as requested will be subject to the reporting requirement performance standards listed in Table 11-1.

3.1.2 BLUE BIN REQUIREMENTS

It is the intent of the CITY to provide uniform Outreach and Education regarding the placement of materials in the BLUE BINS. CONTRACTOR shall collect the same materials in BLUE BINS as the CITY in its curbside operations.

3.1.3 MATERIAL EXCEPTIONS

The following types of materials are not subject to this AGREEMENT and shall be designated as Exempt Materials. These Exempt Materials may be collected and taken to a licensed disposal site or recycling facility by the owner or occupant of the premises, or their agent, at the owner's or occupant's expense, in accordance with CITY policy and Municipal Code requirements, with the exception of CONSTRUCTION AND DEMOLITION DEBRIS (C&D), which must be handled by a PERMITTED HAULER. Exempt Materials include:

- MEDICAL WASTE
- HAZARDOUS WASTE
- ELECTRONIC WASTE
- RADIOACTIVE WASTE

- PHARMACEUTICAL WASTE
- CONSTRUCTION AND DEMOLITION DEBRIS (C&D)
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises from which the SOLID WASTE was generated, whereby the generator of the material sells or is otherwise compensated by a collector of the recyclable materials in a manner resulting in a net payment to the owner and/or operator. Discounted cost or transport or other services shall not be considered as a net payment to the owner/operator.
- Recyclable materials that are SOURCE-SEPARATED from SOLID WASTE at the premises by the owner and/or operator of the premises and donated.
- Other specialty waste as designated by the CITY as Exempt Materials (e.g., biosolids, fats, oils, and grease, universal waste, etc.).

3.1.4 CUSTOMER EXCEPTIONS

State of California and County of Los Angeles customers may choose to receive SOLID RESOURCES collection, disposal and processing services under non-FRANCHISE SYSTEM arrangements or through the FRANCHISE SYSTEM. However, collection, processing and disposal shall be performed in compliance with CITY, State and Federal law.

The CITY reserves the right to adjust certain MULTIFAMILY ESTABLISHMENTS such that these properties, buildings or structures shall no longer qualify as MULTIFAMILY ESTABLISHMENTS and will receive SOLID RESOURCES services from the CITY. On a case by case basis, LASAN DIRECTOR shall make the determination of service provision.

The CONTRACTOR shall not perform collection service for dwelling units that receive SOLID RESOURCES services from the CITY regardless of dwelling type (i.e., "Single Family Dwelling" or "Multiple Dwelling" as defined in L.A.M.C. Section 66.40).

3.1.5 MINIMUM SERVICE LEVEL

All CUSTOMERS shall receive a base package of services that includes SOLID WASTE (BLACK BIN) collection and COMMINGLED RECYCLABLES (BLUE BIN) collection. The rate structure for this service is detailed in Section 7.2.1 and in Appendix C. The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week.

3.1.6 SERVICE CRITERIA

All CUSTOMERS shall receive at least one (1) collection per week for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS. If the CUSTOMER receives ORGANICS service, Monday through Saturday, the CUSTOMERS shall pay at no more than the rates established under this AGREEMENT. CUSTOMERS may request

and receive Sunday collection services for an additional cost as listed in Table 7-3: Extra Collection Services and Associated Fees.

Collection of SOLID RESOURCES shall conform to the CUSTOMER's service needs. The CONTRACTOR shall work with each CUSTOMER to provide the appropriate number and size of CONTAINERS for the minimum service level and collection frequency to meet the CUSTOMER's service needs, including CONTAINER space constraints.

The BASE RATE assumption is that the collection of COMMINGLED RECYCLABLES shall be at the service level and collection frequency of SOLID WASTE. However, if a CUSTOMER wants BLUE BIN collection at a frequency higher than their BLACK BIN, the CUSTOMER will be charged no more than the established rate for additional CONTAINER collection service, in accordance with the BASE RATE, EXTRA SERVICE FEES, and all terms of Article 7 and Appendix C.

The CONTRACTOR shall ensure continuity of ORGANICS service to all CUSTOMERS currently subscribing to this service, at rates provided under this AGREEMENT. New requests for ORGANICS collection service must be available and provided to all CUSTOMERS upon request.

The CONTRACTOR shall empty CONTAINERS by tipping and return them in an upright position to the mutually agreed upon CONTAINER placement location. All CONTAINERS shall be returned to the premise or location from which they were collected.

The CONTRACTOR shall handle CONTAINERS carefully and in a manner to prevent damage.

The CONTRACTOR shall provide collection services with as little noise and disturbance as possible, and in compliance with the NOISE ORDINANCE.

3.2 CONTAINER PLACEMENT

All CONTAINERS shall be placed in locations that allow easy access and convenient use by CUSTOMERS, and are safely accessible to the CONTRACTOR. CONTAINERS shall be placed on a paved or hard dirt level surface whenever possible.

In the event that the CUSTOMER and the CONTRACTOR cannot agree upon an appropriate location for a collection CONTAINER, the CITY may mediate the dispute and designate the point of collection.

When necessary to carry out the purpose and intent of this AGREEMENT, the CITY may authorize the placement of a CONTAINER off the premises. Public rights-of-way may be used only in circumstances where the placement of the CONTAINER shall not interfere with or obstruct the primary purpose of the right-of-way and consistent with applicable law, as approved by the CITY.

Whenever possible, signage in accordance with the Outreach and Education Plan, including signage to facilitate the proper use of all CONTAINERS will be displayed in the CONTAINER storage area or enclosure.

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

The CONTRACTOR shall be responsible for all costs associated with marketing and selling recyclable materials collected by the CONTRACTOR under the terms of this AGREEMENT.

3.4 NO MIXING LOADS OF MATERIALS

The CONTRACTOR shall not combine loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE or other materials collected within or outside of the AGREEMENT. All material collected shall be kept segregated from the point of collection to the appropriate CERTIFIED FACILITY destination. Contaminated CONTAINERS shall be addressed in accordance with the process described in Section 3.5. Combining loads of COMMINGLED RECYCLABLES, ORGANICS, or other SOURCE-SEPARATED materials collected with loads of SOLID WASTE will be subject to Liquidated Damages listed in Table 11-1 of this AGREEMENT.

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

The CONTRACTOR is responsible for visually inspecting each CUSTOMER's CONTAINERS as necessary to determine whether they contain contaminated COMMINGLED RECYCLABLES or ORGANICS. The CONTAINER shall be considered contaminated if it contains more than 10% SOLID WASTE or 10% ORGANICS, individually or combined, in the BLUE BIN, and more than 10% non-ORGANIC materials in the GREEN BIN. For the first and second instances at a CUSTOMER location, determination of eligible contamination is by CITY, after consultation with CONTRACTOR and such determination will be provided in writing to CONTRACTOR PROJECT MANAGER. For the third instance at a CUSTOMER location, photographic evidence of contamination of the BLUE BIN will be promptly provided by CONTRACTOR PROJECT MANAGER to CITY PROJECT MANAGER.

A CONTAINER may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the CONTAINER and/or allowed to accumulate making access to the CONTAINER unsafe for collection.

For overfilled and overweight CONTAINERS, CONTRACTOR shall complete actions as needed to complete the collection, which may include collecting materials placed outside the CONTAINERS, placing materials in another CONTAINER, or making a second collection. CONTRACTOR may charge CUSTOMER no more than the Overfill charge or Overweight charge set forth in Table 7-3.

The CONTRACTOR shall follow the procedures listed below for addressing excessively contaminated COMMINGLED RECYCLABLES or ORGANICS CONTAINERS as well as providing written documentation prior to assessing any fees to the CUSTOMERS. The CONTRACTOR shall be responsible for a missed collection if these procedures are not followed:

- 1st Instance: The CONTRACTOR shall take and save photographs of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER, and leave a written courtesy notice that explains why the material collected was Non-Conforming. The written notice shall also explain the policy for Non-Conforming Materials, recommend corrective action, explain the consequences for repeated instances, and identify how the CUSTOMER can find more information on the subject. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 2nd Instance: The CONTRACTOR shall take photograph(s) of the Non-Conforming CONTAINER contents, collect the material from the CONTAINER and leave a written courtesy notice. The notice shall explain the special collection needs of the non-conforming material and inform the CUSTOMER that they will be charged a CONTAMINATION FEE, as listed in Table 7-3. The written notice shall also explain the policy for Non-Conforming Materials, as stated in this section. The CITY PROJECT MANAGER shall approve all language for the written notice.
- 3rd and Subsequent Instances: The CONTRACTOR shall have the option of charging a CONTAMINATION FEE, or to follow the Non-Collection Procedure in Section 3.6.

Each written notification shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the CUSTOMER to validate why each further action is taken.

The second or third instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of each Non-Conforming type. If twelve (12) calendar months have elapsed since any CONTAINER was tagged for the same reason, the next instance shall be deemed the initial instance. If the CUSTOMER has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.6 CONTAINER NON-COLLECTION

For instances where the CONTAINERS are determined to contain Exempt Materials, non-program recyclables, contaminated recyclables, are overfilled or overweight to the extent that the CONTAINER cannot be safely lifted, where CONTAINER contents will not empty after tipping, and/or are blocked or inaccessible, the CONTRACTOR shall follow the CONTAINER Non-Collection Procedure contained in this Article 3.6. All reasons for not performing collection services shall be documented or shall be

treated as a missed collection and will be subject to the associated Liquidated Damages in Table 11-1.

The CONTRACTOR shall leave a written Non-Collection Notice when leaving the uncollected CONTAINER. If access to CONTAINERS is impeded, then the CONTRACTOR shall attempt to contact the CUSTOMER to gain access within 10 minutes. The CONTRACTOR shall generate an electronic service request that updates the CITY's CRM in REAL TIME. This notification to the CITY shall include a description of the problem and a link to any pictures or other documentation if appropriate.

The design and content of the written Non-Collection Notice(s) used by the CONTRACTOR shall be subject to the approval of the CITY. At a minimum, Non-Collection Notices shall provide the following information: the CONTRACTOR's reason for not providing collection service; information that will allow the CUSTOMER to correct the problem; and a CITY telephone number for any further questions. Notification to the CITY shall include a description of the problem and a picture if appropriate.

The CONTRACTOR may refuse to collect SOLID WASTE from a CUSTOMER if the CONTRACTOR documents that the SOLID WASTE contains HAZARDOUS, RADIOACTIVE, MEDICAL WASTE, or E-Waste. If the CONTRACTOR believes a CUSTOMER is depositing such waste for collection, CONTRACTOR shall place a written Non-Collection Notice on the CONTAINER, take photographs of the improper waste (if possible), and immediately notify the CITY PROJECT MANAGER. If the generator of such waste is unknown, the CONTRACTOR shall work with the CITY to identify the generator of such waste.

3.7 MISSED COLLECTIONS

All missed collection requests that are the fault of the CONTRACTOR and transmitted before 2:00 PM shall be collected by 6:00 PM on the same day. All missed collection requests made after 2:00 PM shall be collected by 10:00 AM on the next day. If a missed collection is to be resolved on a Sunday, no additional fees shall be charged for this collection. When a missed collection service request is documented or is received by the CONTRACTOR, the information for when the collection is scheduled to be made up will be updated through the CONTRACTOR's CRM and updated to the CITY's CRM.

The CONTRACTOR shall provide a collection window to the CUSTOMER. The CONTRACTOR shall update the associated electronic service request to indicate when the pick-up will happen and updated the electronic service request when the pickup is complete, so that the CITY's CUSTOMER CARE CENTER will know this issue is being addressed, and pick-up has occurred. Documentation regarding completion of the collection must be provided.

The CONTRACTOR shall collect on-call CONTAINERS within twenty-four (24) hours of the request. Failure to collect the CONTAINERS within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 11-1. The CONTRACTOR may not charge fees for an Overfilled CONTAINER for material that has accumulated after the CONTAINER's scheduled collection day due to a missed pick-up.

3.8 ROUTES AND SCHEDULES

The CONTRACTOR shall establish collection routes and schedules in a manner that satisfies the collection service requirements of this AGREEMENT as well as the terms of collection service agreements with CUSTOMERS and maximizes the efficiency of the CONTRACTOR's operation. The CONTRACTOR shall submit its initial collection routes and schedules to the CITY for approval as part of the CONTRACTOR's MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall continuously evaluate routes and schedules to ensure the highest level of public safety, meeting CUSTOMERS' needs, and the minimized VMTs. The CITY maintains the right to review the efficiency of the CONTRACTOR's routing, scheduling, and operational efficiencies at any time.

After the START OF SERVICE DATE, the CONTRACTOR shall notify all affected CUSTOMERS in writing regarding any permanent changes in the CONTRACTOR's schedule or method of providing collection service. The notice shall be delivered at least two (2) weeks prior to such change, this written CUSTOMER notification shall be documented and made available to the CITY's CRM.

3.9 HOURS AND DAYS OF COLLECTION SERVICE

The CONTRACTOR shall provide collection service for SOLID WASTE, COMMINGLED RECYCLABLES, and ORGANICS at regular collection rates Monday through Saturday, 52 weeks per year, excluding certain HOLIDAYS. CUSTOMERS may request collection on Sunday or HOLIDAYS at an EXTRA SERVICE rate, listed in Table 7-3.

The following are CITY HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a CUSTOMER's scheduled collection day falls on a HOLIDAY, the CONTRACTOR shall provide collection service to the CUSTOMER on the day before the HOLIDAY, if such service is requested by the CUSTOMER, or the CONTRACTOR

shall provide collection service to the CUSTOMER on the next collection service day following the HOLIDAY (not Sunday). The CONTRACTOR shall attempt to perform the collection within one day of the scheduled collection. The CONTRACTOR shall notify the CUSTOMER in writing of the change in collection day in advance.

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

The CONTRACTOR shall, to the greatest extent possible, prevent damage to public and private roadways and property, including flowers, shrubs, and other plantings.

The CONTRACTOR shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the CONTRACTOR's equipment, employees or agents, excluding damage from normal wear and tear. The CONTRACTOR shall promptly investigate and respond to any claim concerning property damage. If the CITY notifies the CONTRACTOR concerning any such damage, the CONTRACTOR shall investigate and respond to the CITY within three (3) business days. The CONTRACTOR shall promptly repair any damage determined to be the fault of the CONTRACTOR, at its sole expense.

3.11 STAFFING

The CONTRACTOR shall provide sufficient staffing to meet and execute all requirements of this AGREEMENT. At minimum, for the duration of this AGREEMENT, the CONTRACTOR shall provide two (2) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. Number of staff may be rounded up or down per 500 customers. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year. The CONTRACTOR shall provide additional staffing as necessary to meet and execute the requirements of this AGREEMENT. The CONTRACTOR shall provide additional personnel resources during the TRANSITION PERIOD, as described in Section 8.4. Additional staff is required at minimum, for account set up, CUSTOMER outreach, CONTAINER delivery, customer service, collections and technology implementation. The CONTRACTOR shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

3.12 STAFF IDENTIFICATION

CONTRACTOR and SUBCONTRACTOR staff will clearly identify themselves as working for the CONTRACTOR or SUBCONTRACTOR for a CITY program. CONTRACTOR and SUBCONTRACTOR staff shall not identify themselves as CITY staff or as CITY representatives. CONTRACTOR and SUBCONTRACTOR staff shall not wear the CITY seal or other CITY logos while working. CONTRACTOR and SUBCONTRACTOR owned equipment shall not bear the CITY seal unless authorized in writing by the CITY PROJECT MANAGER.

Whenever applicable, CONTRACTOR staff interacting with the public shall adhere to uniform or dress code requirements. CONTRACTOR staff shall wear a badge with a photograph of themselves when interacting with the public. In no way shall the dress, badge, or the staff identify themselves as an employee or representative of the CITY.

3.13 SPILLAGE AND LITTER

The CONTRACTOR shall not cause or allow any SOLID WASTE or other material to be spilled, released, or otherwise dispersed in the CITY as a result of the CONTRACTOR's activities under this AGREEMENT. When hauling or transporting any material over public roads in the CITY, the CONTRACTOR shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

If any other material escapes from or is littered by CONTRACTOR's vehicle or spilled from CONTAINERS for any reason, CONTRACTOR shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Liquidated Damages listed in Table 11-1 of this AGREEMENT.

Overfilled or material placed outside CONTAINERS shall not be considered spillage by the CONTRACTOR.

The CONTRACTOR shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from CONTRACTOR's vehicles. Upon notification of any leaks or spills the CONTRACTOR shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws. The CONTRACTOR shall assume all costs associated with clean-up activities.

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

The CONTRACTOR shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this AGREEMENT, as required by OSHA and other applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the CITY. The CONTRACTOR shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the CITY.

The CONTRACTOR shall be responsible for providing workers and the public protection from safety hazards arising from CONTRACTOR's operations through its health and safety programs. The CONTRACTOR shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety

programs and policies. The CONTRACTOR shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its SUBCONTRACTORS and contracted employees.

The CONTRACTOR shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the CONTRACTOR that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the CITY PROJECT MANAGER as stipulated in the Accidents, Incidents or Collisions section of Table 10-1: Data and Reporting Requirements.

Upon the CITY's request, the CONTRACTOR shall provide the CITY printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection
- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Collection Safety
- Post Collection and Facility Training
- Forklift Operation
- Reporting and Record Keeping Policy

- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

3.14.2 TRAINING PROGRAM

The CONTRACTOR shall provide safety training to its employees specific to their roles in compliance with CalOSHA and all applicable laws. The CONTRACTOR shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; CONTRACTOR systems, policies, and procedures; and the unique needs of the FRANCHISE ZONE(S). Documentation of the CONTRACTOR's training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the CITY upon request.

The CONTRACTOR shall develop and submit a written annual Safety and Training Plan to the CITY. The CITY maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for the safety of field staff, including a driver training program, and for those working at the CONTRACTOR'S facilities utilized for activities pertaining to this AGREEMENT. The CONTRACTOR shall demonstrate that its Safety and Training Plan, and the plans of its SUBCONTRACTORS are in full compliance with local, State, and Federal laws.

The CONTRACTOR's Safety and Training Plan shall also include training for Call Center staff, drivers, field response staff, and subcontracted employees.

The CONTRACTOR shall also provide administrative training to staff with a focus on customer service, including but not limited to CONTRACTOR systems, policies, and procedures, and the how to properly meet both standard and unique needs of the FRANCHISE ZONE(S).

3.15 LABOR PEACE AGREEMENT

CONTRACTOR shall provide, and maintain for the term of the AGREEMENT, satisfactory evidence that it complies with L.A.M.C. Section 66.33.6(c).

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

The CITY currently provides a valet recycling service for MULTIFAMILY ESTABLISHMENTS. The CONTRACTOR shall continue to provide this valet service to all MULTIFAMILY ESTABLISHMENTS that receive this service as of the CONTRACTOR NOTIFICATION date. The cost of providing this service shall be included in the BASE RATE as specified in Article 7. Valet service requires the CONTRACTOR remove and replace collection carts used for COMMINGLED RECYCLABLES from within a building

or an enclosure. This may require the CONTRACTOR to retrieve carts from multiple areas of a premise or complex and replace them once emptied.

3.16.2 STUDIO SERVICE

Pursuant to CITY Ordinance No. 182986, any franchise CONTRACTOR may contract with any STUDIO for collection services under the FRANCHISE SYSTEM, regardless of the FRANCHISE ZONE in which the STUDIO is located. This applies to studios as defined in L.A.M.C. Section 66.33.1.

All services and material collection, transfer, processing, and disposal services shall be provided in accordance with all applicable laws, and the terms and conditions of this AGREEMENT, including AB 939 COMPLIANCE FEES and FRANCHISE FEES. All SOLID RESOURCES collected from the STUDIOS shall be delivered to CERTIFIED FACILITIES for processing and/or disposal.

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

The CONTRACTOR and/or SUBCONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009, California Confidentiality of Medical Records Information Act (CCMIA) and any other applicable federal or state privacy rules and regulations. In accordance to HIPAA regulations, the CONTRACTOR agrees not to sell, share, discuss, assign, transfer or otherwise disclose any confidential information. Notwithstanding any provision in the AGREEMENT to the contrary, nothing herein requires CONTRACTOR to receive or handle documents subject to or protected by the above laws.

Throughout the term of this AGREEMENT and for a period of four (4) years after the termination hereof, or pursuant to applicable law, CONTRACTOR agrees that the Department of Health and Human Services and the Comptroller General of the United States shall have the right of access to all books, documents, and records of the CONTRACTOR, which are necessary to verify the costs of the services provided.

The CONTRACTOR shall reasonably comply with each HOSPITAL's Code of Conduct, which references among other items compliance with many applicable laws and regulations incumbent upon HOSPITALS.

All equipment, CONTAINERS, or items furnished by CONTRACTOR under this program will comply with all applicable requirements of agencies having jurisdiction over the HOSPITAL. These include but are not limited to federal, state and health oversight agencies, Centers for Medicare & Medicaid Services (CMS), JTC, and OSHA. The CONTRACTOR further agrees that as these agencies modify their standards and requirements the CONTRACTOR will promptly exchange and replace any such equipment, CONTAINERS, or items as necessary.

Subject to the provisions in the first paragraph of this Section 3.16.3.1, the CONTRACTOR shall assure that the integrity of the SOLID RESOURCES collected from HOSPITALS from pick up to ultimate disposal is uncompromised, and that Protected Health Information (PHI) is not improperly used or disclosed under any circumstance.

The CONTRACTOR attests that the CONTRACTOR has never been listed on any government database [including but not limited to the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS)] excluding them from government contracts, participation in federally funded health care programs, nor the Department of the Treasury's list of Specially Designated Nationals. The CONTRACTOR, its workforce members, and/or its affiliates may not be excluded from participation under any federal health care program. The CONTRACTOR shall notify the CITY in writing if it or any of its workforce and/or its affiliate's members become excluded.

All CONTRACTOR and SUBCONTRACTOR staff assigned to HOSPITALS must comply with the HOSPITAL's medical screening and testing requirements, if applicable.

CONTRACTOR employees assigned to a HOSPITAL will have undergone a criminal background check for felony convictions and selected misdemeanors according to HOSPITAL's policy, if applicable. The CONTRACTOR will ensure such background checks are completed within the six-month period preceding the assignment, or for the period defined by the HOSPITAL and will disclose to the HOSPITAL in writing of any felony conviction to allow for review and a determination as to the acceptability of the CONTRACTOR employee. The CONTRACTOR will maintain documentation of criminal background checks and will make that documentation available to the HOSPITAL upon request. The CONTRACTOR will also be responsible for completing other background checks, as may be required by the HOSPITAL.

The CONTRACTOR shall provide validated competency training for all technical support/education personnel, engaged in on-site training, per The Joint Commission standards (TJC) at no cost to the HOSPITAL.

3.16.3.2 Hospital Service Provision Requirements

The CONTRACTOR shall provide a dedicated point of contact to HOSPITALS who will be available by cell phone and/or landline 24 hours per day. The actual required response time may vary from HOSPITAL to HOSPITAL, and by the urgency of the issue.

The CONTRACTOR shall prioritize collection for HOSPITALS in the event of any interruption in operations of the CONTRACTOR, for any reason, including but not limited to business failure, or natural disaster.

The CONTRACTOR shall maintain response procedures for emergency situations (such as HAZARDOUS WASTE or other contaminants commingled with any material to be collected under this AGREEMENT).

The CONTRACTOR shall develop a driver-training program that fully addresses the unique needs of each HOSPITAL.

The CONTRACTOR shall ensure that no significant workflow changes will be necessary to maintain HIPAA compliance, examples include, but are not limited to Personal Health Information (PHI), labeling intravenous (IV) bags, and medication bottles.

The CONTRACTOR shall monitor and stay abreast of changes in Federal, State or local rules and regulations and be able to implement those changes throughout the duration of this AGREEMENT.

The CONTRACTOR shall perform a Waste Assessment at no cost to the HOSPITAL prior to the commencement of service under the FRANCHISE SYSTEM. This Waste Assessment shall include all aspects of Waste Assessments as described in Section 5.1, but also include a report identifying the impact of waste handling and collections on the workflow of HOSPITAL staff on floors, clinical areas, and the loading dock and receiving yard. The CONTRACTOR shall provide semi-annual audits to identify trends of HOSPITAL waste volume, recycling quantities by type, etc. at no cost to the HOSPITAL.

The CONTRACTOR shall take any steps necessary to ensure that the current diversion and recycling efforts, including type and quantity of recyclables and any allocated resources shall be maintained or improved. The CONTRACTOR shall work with the HOSPITAL to explore opportunities to increase the recycling and diversion efforts.

The CONTRACTOR shall submit, to the CITY, a copy of its service agreement and operations plan for each of the HOSPITALS it serves.

The CONTRACTOR shall meet each HOSPITAL's unique service needs including at minimum, the following:

- Response times required to address each HOSPITAL's complaints, changes in volume or emergency collection needs
- Unique requirements related to specific collection windows (often HOSPITALS need waste picked up within a predetermined window)
- Specialized recycling requirements

3.16.3.3 Hospital Service Commitments

In the event the CONTRACTOR is unable to provide a discrete and specific operational request or requirement of a HOSPITAL for services provided in

accordance with this AGREEMENT, the CONTRACTOR shall utilize a CITY-approved SUBCONTRACTOR to provide those specific services. The CITY will consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

In the event that the CONTRACTOR commits a material breach of the AGREEMENT as it relates to the service of a HOSPITAL, the CITY may provide those services temporarily until the CONTRACTOR is able to meet the service requirements or a new FRANCHISEE assumes exclusive responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall act as sole arbiter in determining CONTRACTOR failure or the material breach. In the event the CITY assumes temporary responsibility for servicing a HOSPITAL, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY and the HOSPITAL for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY. The CITY may consult with the HOSPITAL in the assignment of the SUBCONTRACTOR.

3.16.4 PILOT STUDIES

During the term of this AGREEMENT, the CITY may request pilot studies to evaluate strategies that may increase recycling, waste reduction, collection efficiency, or other benefits. The CONTRACTOR shall cooperate with the CITY in conducting such pilot studies, and shall enter into good faith negotiations with the CITY if additional services are necessary from the CONTRACTOR to carry out the pilot studies.

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

The CONTRACTOR shall designate an emergency contact available 24 hours per day, 7 days per week. The CONTRACTOR shall respond to emergency services and escalated issues at all times. The CONTRACTOR shall follow its written Contingency Plan as specified in Section 3.17.3, and shall notify the CITY PROJECT MANAGER in writing of any changes in their Contingency Plan. The Contingency Plan shall include, but not be limited to, a list of critical facilities (such as HOSPITALS) within the service area, a prioritized collection schedule according to CUSTOMER type and material type, a communication plan, and contact lists for designated first responders.

The CONTRACTOR shall provide the CITY with an escalation procedure for resolving emergencies, accidents, HOSPITAL service requests, and any other exigent circumstances deemed an emergency by the CITY.

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

The CONTRACTOR shall have a written Contingency Plan that describes how the CONTRACTOR will provide uninterrupted services as described in this AGREEMENT, to the greatest practical extent, during an emergency event that may impact service delivery. Such events may include, but are not limited to:

- Business failure
- Loss of insurance
- Severe storm
- High wind
- Earthquake
- Flood
- Tsunami
- Hazardous material release
- Transportation system interruption
- Loss of any utility service
- Fire
- Civil unrest
- Terrorist activity
- Strike, lockout or labor unrest
- Any combination of the above

The Contingency Plan shall describe the CONTRACTOR's response protocol in the event that an emergency or other situation renders its operations yard or equipment unusable. The Contingency Plan shall describe the steps that the CONTRACTOR will take to avoid interruptions in collection, disposal and processing services.

Contingency Plans shall be updated, at a minimum, annually, provided to the CITY, and all CONTRACTOR and subcontracted personnel shall receive annual training on processes and procedures contained in the plan.

The Federal Emergency Management Agency (FEMA) provides guidance on the preparation of All Hazards Contingency Plans. FEMA's Comprehensive Preparedness Guide (CPG) 201, Second Edition provides communities additional guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA). The CONTRACTOR and SUBCONTRACTORS shall update emergency preparedness standards, as new standards are developed throughout the term of this AGREEMENT.

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

those services not provided by the CONTRACTOR until the CONTRACTOR is able to meet all the service requirements of this AGREEMENT. In the alternative to the CITY temporarily providing those services not provided by the CONTRACTOR, a FRANCHISEE may assume temporary responsibility for collection and processing in that FRANCHISE ZONE. The CITY shall determine CONTRACTOR failure to provide service. In the event the CITY assumes temporary responsibility for service, the CONTRACTOR shall reimburse the CITY for all costs incurred by CITY for the CONTRACTOR's failure to provide any services. The CONTRACTOR shall reimburse the CITY within thirty (30) days of invoice from the CITY.

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

In the event of a service interruption that impacts SOLID RESOURCES collection services in one or more FRANCHISE ZONES, the CONTRACTOR shall be the backup for other FRANCHISEES in other FRANCHISE ZONES at the discretion of the CITY. Under these provisions, in order to ensure continuity of service, the CITY will have the authority to direct available CONTRACTOR resources to any FRANCHISE ZONE where the service interruption has occurred. Compensation will be agreed upon between the CONTRACTOR and CITY.

3.18 AB 939 COMPLIANCE PERMIT

The CONTRACTOR shall maintain an AB 939 COMPLIANCE PERMIT with the CITY at all times during the term of this AGREEMENT.

3.19 VEHICLES

The CONTRACTOR shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this AGREEMENT promptly and efficiently. The CONTRACTOR's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

COLLECTION VEHICLES shall not leak from the power train or the body of the truck, per Los Angeles Regional Water Quality Control Board regulations, nor shall they leak from the collection vessel. All COLLECTION VEHICLES shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The COLLECTION VEHICLES shall have solid metal sides and a fully enclosable metal top.

CONTRACTOR's vehicles used to collect ROLL OFF CONTAINERS shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the CONTRACTOR's load at all times.

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

Except for extraordinary circumstances, as determined by the CITY, all COLLECTION VEHICLES and equipment shall be empty and devoid of all SOLID RESOURCES prior to the commencement of daily collection service.

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

All COLLECTION VEHICLES, including tractor trailers that carry ROLL OFF CONTAINERS, shall be eight (8) model years old or newer at the commencement of service under this AGREEMENT, and no more than ten (10) years throughout the term of the AGREEMENT, and shall be a CLEAN FUEL VEHICLE, in compliance with the SCAQMD Rule 1193 definition for Alternative-Fuel Heavy-Duty Vehicle [Rule 1193(c)(1)]. Within thirty (30) days from the CONTRACT EXECUTION date, CONTRACTOR shall initiate permitting, design and construction of a CNG fueling station, as necessary, and to place orders for CLEAN FUEL VEHICLES, with the goal of having the CNG fueling station, as necessary, and CLEAN FUEL VEHICLES in place by the START OF SERVICE date. However, the parties recognize that factors outside of CONTRACTOR'S control could affect the timing of its ability to meet the CLEAN FUEL VEHICLE requirement. As a result, and notwithstanding any provision herein to the contrary, the CITY PROJECT MANAGER may extend the applicable date of the CLEAN FUEL VEHICLES to account for delays, however shall not be extended more than 15 months after the CONTRACT EXECUTION date.

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

All COLLECTION VEHICLES shall be equipped with on-board technology (software and hardware) capable of monitoring and recording data from GPS devices, vehicle dynamics monitoring, photo and video, and engine performance monitoring systems, and shall meet all requirements and capabilities described in this AGREEMENT, including proof of provision of service. This data will be communicated from the truck in REAL TIME and shall be maintained by the hauler either directly or through a third party service. The data must also be accessible in REAL TIME to the CITY'S CRM. The CONTRACTOR shall be responsible for all cost associated with preparing the data in a format acceptable by the CITY. Should the CONTRACTOR record or maintain recordings of video footage, the CONTRACTOR does so at its discretion. Those records are not owned, used, created, or retained by the CITY.

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.19.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the CONTRACTOR's COLLECTION VEHICLES and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations.

The CONTRACTOR's COLLECTION VEHICLES and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the CITY).

The CONTRACTOR shall monitor, maintain and repair its COLLECTION VEHICLES and equipment to prevent fuel and lubricant spills. The CONTRACTOR shall keep its COLLECTION VEHICLES and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All COLLECTION VEHICLES used within the FRANCHISE ZONE shall identify as a valid PERMITTED HAULER for the CITY and bear signage as a CITY FRANCHISEE, and any other CITY messaging required. The CITY will provide the content, form and format of the vehicle identification, signage, and messaging. The COLLECTION VEHICLE shall not display any vehicle identification, signage or messaging other than that approved by the CITY.

Vehicle serial numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all COLLECTION VEHICLES.

3.19.5 COMPLIANCE WITH THE LAW

At all times, the CONTRACTOR and its employees shall operate and maintain all vehicles and equipment in compliance with all applicable laws.

At all times, the CONTRACTOR shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under applicable laws.

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

The CITY may inspect the CONTRACTOR's vehicles, equipment, licenses, registrations, and CONTRACTOR fleet records at any time at its own discretion.

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

When the CITY conducts any inspection, CONTRACTOR staff shall fully cooperate with CITY staff. The CONTRACTOR shall state names and titles of all CONTRACTOR staff present. At the end of the inspection, CONTRACTOR staff shall sign an inspection report stating that they were present.

3.19.7 STORAGE AND REPAIR

The CONTRACTOR shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The CONTRACTOR shall not use CITY property to store, house, or repair any vehicle or equipment without the written consent of the CITY PROJECT MANAGER. The CONTRACTOR shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.20 CONTAINERS

The CONTRACTOR shall provide CONTAINERS that meet the CITY's specifications for the collection of SOLID RESOURCES to all CUSTOMERS. The CONTRACTOR shall provide CONTAINERS of sufficient size and number to ensure that all of the SOLID RESOURCES generated by the CUSTOMERS are properly stored and contained until they are removed for disposal or processing.

The CONTRACTOR shall provide new or replacement of damaged CONTAINERS within two (2) business days after notification from the CITY or CUSTOMER request (phone, email or written, or other, as allowed by CITY PROJECT MANAGER).

CUSTOMERS may elect to own or secure CONTAINERS from sources other than the CONTRACTOR, and shall not be subject to discrimination by the CONTRACTOR in collection services on that account. However, CUSTOMERS' CONTAINERS shall be inspected and approved by the CONTRACTOR to ensure that they can be serviced by the CONTRACTOR's COLLECTION VEHICLES. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER or CONTRACTOR may appeal to the CITY in writing; the CITY PROJECT MANAGER'S decision on this appeal after consultation with both parties shall be final.

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

The CONTRACTOR shall offer, at a minimum, the CONTAINER size choices to all CUSTOMERS in their FRANCHISE ZONE(S) listed in Table 3-1.

Table 3-1: Container Types and Sizes

| CONTAINER Type | CONTAINER Size Choices |
|---|---|
| SOLID WASTE and COMMINGLED RECYCLABLES CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-8 cubic yard detachable bins, or COMPACTOR CONTAINERS, as required by the CUSTOMER |
| ROLL OFF CONTAINERS (SOLID WASTE, COMMINGLED RECYCLABLES, ORGANICS) | 10 cubic yard, 20 cubic yard, 30 cubic yard, 40 cubic yard |
| ORGANICS and Horse Manure CONTAINERS | 32 gallon carts, 64 gallon carts, 96 gallon carts, 1-3 cubic yard detachable bins, or ROLL OFFS, as required by the CUSTOMER The CONTRACTOR may limit the CONTAINERS' volumes as necessary to account for weight limitations |

3.20.2 CONTAINER SPECIFICATIONS

CONTAINERS provided by the CONTRACTOR, or owned by the CUSTOMER, shall meet the specifications listed in Table 3-2.

Table 3-2: Container Specifications

| CONTAINER Type | Specifications |
|--------------------------------------|---|
| Applicable to All CONTAINERS | <ul style="list-style-type: none"> Prominently display: <ul style="list-style-type: none"> CONTRACTOR provided serial number and/or identifying logo(s). CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website address Leak proof No jagged edges or holes Compliant with CITY Fire Code Color to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color coding All plastic CONTAINERS shall consist of a minimum of 30% recycled content |
| 30-120 gallon carts | <ul style="list-style-type: none"> Lightweight durable plastic At least two (2) wheels Tight fitting lid with handles as designed by the manufacturer At least one handle to facilitate transport across pavement Labels, signage and messaging, as approved by the CITY |
| 1-8 yard bins and smaller COMPACTORS | <ul style="list-style-type: none"> Lightweight durable plastic or metal At least four (4) wheels, if applicable Solid, durable bottom Lid with handle Labels, signage and messaging, as approved by the CITY |

| CONTAINER Type | Specifications |
|--|--|
| ROLL OFFS for SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS | <ul style="list-style-type: none"> • Lightweight durable plastic or metal • At least four (4) wheels and/or track • Solid, durable bottom • Shall be equipped with a heavy-duty removable plug, as applicable for the purpose of clean out • Tight fitting, impermeable screen lid, or covered by tarp during transport, or sealed to prevent leaking or material escaping • COMPACTORS shall be sealed sufficiently to prevent any leaking in the loading and transportation of the CONTAINER |

The CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for the CONTRACTOR's CONTAINERS. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content; a minimum of 30% recycled content for plastic CONTAINERS
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty

The CONTRACTOR shall replace the labels on CONTAINERS on an as-needed basis, at the CONTRACTOR's sole expense, at the request of the CITY and subject to the CITY's approval.

3.20.3 CONTAINER REQUIREMENTS

CONTAINER design requirements shall meet, at a minimum, the technical specifications in ANSI standard Z245.30-2008 for container labels and Z245.60-2008 for container design.

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

The CONTRACTOR shall comply with the CITY requirements on markings, signage and messaging to be affixed to the CONTAINERS. These may include, but are not limited to its company name, manufacturing date and serial number, CITY program logo, and LASAN's CUSTOMER CARE CENTER's telephone number on each CONTAINER. Such markings, signage and messaging may be specified to be molded, hot stamped, etched, or adhered to the CONTAINER. In all cases, the CONTRACTOR shall submit drafts and final proofs for review and approval prior to production. The CITY shall have a minimum of two (2) weeks to approve the proofs before production.

3.20.4 OWNERSHIP OF CONTAINERS

CUSTOMER-owned CONTAINERS shall remain the sole property of the CUSTOMER.

The CONTRACTOR shall retain ownership of CONTAINERS provided by the CONTRACTOR. CONTAINERS provided by the CITY shall remain the sole property of the CITY.

Recycling CONTAINERS already placed for the CITY's MultiFamily Residential Recycling Program remain CITY property, and shall remain in use at those MULTIFAMILY ESTABLISHMENTS at the CITY's prerogative unless otherwise stipulated in the MASTER TRANSITION SCHEDULE, or approved by the CITY PROJECT MANAGER. If any CITY recycling CONTAINERS are no longer usable, CONTRACTOR shall notify the CITY, return them to the CITY, and shall be responsible for purchasing, delivering and servicing replacement CONTAINERS. The CONTRACTOR shall be responsible for maintaining the condition, including required removal of graffiti for CITY-owned MultiFamily Residential Recycling Bins, in accordance with Section 3.20.5.1, at the CONTRACTOR's sole cost. The CONTRACTOR shall also be responsible for purchasing, delivering and servicing all additional CONTAINERS to meet the service requirements of the CUSTOMER.

3.20.5 CONTAINER MAINTENANCE

All CONTAINERS shall be in good condition and free from graffiti, or other markings, except those required and approved by the CITY. The CITY reserves the right to direct the CONTRACTOR to paint, replace, repair or clean a CONTAINER based on its condition.

The CONTRACTOR shall promptly investigate and respond to any claim concerning CONTAINER maintenance, repair or replacement. The CONTRACTOR shall promptly repair or replace any damage, at its sole expense, within two (2) business days or be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

The CONTRACTOR shall install requested lock(s) within five (5) business days of a CUSTOMER's request for a CONTAINER lid lock for one or more detachable CONTAINERS. A locking mechanism may be:

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

The only authorized lid locking mechanisms on CONTRACTOR-owned CONTAINERS are those installed by the CONTRACTOR. The CONTRACTOR shall have no obligation to render CUSTOMER-supplied CONTAINERS compatible with the CONTRACTOR's padlocks, or to supply padlocks for use with such CONTAINERS.

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

3. The following CUSTOMER transactions shall be supported both by automation (computer interaction) and by a live CSR, depending on customer preference. These transactions include, but are not limited to the following types:

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR'S telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

| Operation Efficiency Performance Standard Description | Expected Performance |
|--|--|
| Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center) | 95% within 60 seconds |
| Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate) | 5% |
| Average amount of time required for a live person to pick up a call | 30 seconds |
| Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc. | 30 minutes during regular business hours |

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

CONTRACTOR may also submit mitigating information in writing to the CITY PROJECT MANAGER that includes the following:

- Proof of delivery of services, outreach, and education to all customers
- Multiple attempts to place BLUE BINS and GREEN BINS on customer sites
- Multiple attempts to educate on the proper use of BLUE BINS and GREEN BINS
- Waste characterization showing the progress of moving materials from BLACK BIN to BLUE BIN or GREEN BIN.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same

method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

| Months From the Start Of Service Date | Diversion Plan Period | Action Taken |
|---------------------------------------|---|--|
| 0-12 | Baseline Period | Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE. |
| 36-48 | Measure Actual Disposal against Disposal Targets | Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 48 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 72-84 | Measure Actual Disposal against Disposal Targets | Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline. |
| 84 | Liquidated Damages Assessed | Liquidated Damages Assessed |
| 108 | Determine Disposal Targets for Potential Contract Renewal | Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT. |

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons

considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 UTILIZATION OF CLARTS

The CONTRACTOR shall deliver all SOLID WASTE collected under this AGREEMENT to the CITY's Central Los Angeles Recycling and Transfer Station (CLARTS). In the event CLARTS is unable to accept SOLID WASTE the CONTRACTOR shall utilize the backup SOLID WASTE disposal and transfer CERTIFIED FACILITIES. The CITY PROJECT MANAGER may approve the use of other CERTIFIED FACILITIES for the transfer and disposal of SOLID WASTE, as determined necessary by the CITY PROJECT MANAGER to ensure the efficient collection, transportation and disposal of SOLID WASTE.

The per ton charge (Tip Fee) at CLARTS shall be set at a maximum amount of \$60 for transfer and disposal, and \$11 for transloading, beginning in fiscal year 2017-2018. These fees shall be increased annually according to the terms of Section 7.3. If, at any time during the term of this AGREEMENT, private hauler customers at CLARTS are charged a lower Tip Fee rate than calculated under this Section, the CONTRACTOR shall be entitled to the lower rate. The CONTRACTOR shall ensure that SOLID RESOURCES, delivered to CLARTS for transloading, are collected from CLARTS within two hours of CITY notification. SOLID RESOURCES not collected within two hours of CITY notification will charged the per ton tip fee for transfer and disposal.

It is the CITY's intent to process ORGANICS collected under this AGREEMENT at CLARTS. The CITY shall notify the CONTRACTOR in writing when CLARTS is able to accept and process ORGANICS. The CONTRACTOR must begin delivery of all ORGANICS collected to CLARTS within 90 days of the CITY's notification. The Tip Fee at CLARTS may not exceed the Tip Fee being charged at the CONTRACTOR's primary ORGANICS facility, including CONTRACTOR's transfer cost as applicable, as of the date of first delivery to CLARTS, or the CONTRACTOR may continue to utilize their primary ORGANICS facility. The Tip Fee rate at CLARTS shall be increased annually according to the terms of Section 7.3.

6.6 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the CITY under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where "% change" is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 100 | 100 | 100 |
| End of Year Index | 102 | 104.5 | 103 |
| Percent Change in Index | 2.0% | 4.5% | 3.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 0.96% | 1.80% | 0.36% |
| | | | |
| Weighted index | 3.12% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 185.00 | | |
| New 3-1-1 | \$ 190.74 | | |

Table 7-2: End of Second Year Adjustment (Example)

| | ECI-TTU | PPI-SW | PPI-T |
|--------------------------|-----------|------------------------------------|-------|
| Beginning of Year Index | 102 | 104.5 | 103 |
| End of Year Index | 107 | 108 | 105 |
| Percent Change in Index | 5.0% | 3.5% | 2.0% |
| Weight | 0.48 | 0.40 | 0.12 |
| Weighted Change in Index | 2.40% | 1.40% | 0.24% |
| | | | |
| Weighted index | 4.04% | ←Sum of weighted change in indices | |
| | | | |
| Beginning Year 3-1-1 | \$ 190.77 | | |
| New 3-1-1 | \$ 198.40 | | |

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|--|--|-------------------------------------|
| Locks | | |
| Gravity lock installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Lock bar installation – per CONTAINER | CUSTOMER request – one-time fee per CONTAINER | \$100 for purchase and installation |
| Locks for CONTAINERS – per lock | CUSTOMER request – one-time fee per lock | \$10 |
| Unlocking and locking CONTAINERS – per CONTAINER | CUSTOMER request – per CONTAINER per collection event | No charge |
| Entering Secured Building, unlocking and locking gates | Per collection event | \$10 |
| Distance / Access | | |
| Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$25 |
| Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location | Site requirement per CONTAINER per collection event | \$35 |
| Blocked Access – Requiring Return or Delay | Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours | \$50 |
| Supplemental Cleaning | | |
| Cart Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$15 |
| CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$30 |
| Graffiti Removal from CUSTOMER-owned CONTAINERS | Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS | \$25 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|---|---|---|
| Graffiti Removal from CONTRACTOR-owned CONTAINERS | CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1. | \$25 |
| COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year) | CUSTOMER request – Fixed Fee Per CONTAINER | \$150 |
| CONTAINER Replacement/Repair | | |
| Repair or Replacement of CUSTOMER Owned CONTAINER(S) | CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error | CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER | \$60 per repair hour plus materials, no charge for pick-up and delivery |
| Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error | CUSTOMER request or CONTRACTOR decision | No charge |
| Changing CONTAINERS for an Increase or Decrease in Level of Service | CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change. | No charge |
| Overflow of Materials and Contamination | | |
| Overfill Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$25 per occurrence |
| Overweight Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5 | \$100 per occurrence |
| Contamination Fee | Observation and Documentation, following the procedure described in Section 3.5. | \$50 per occurrence |
| Hazardous, Radioactive, or Biomedical Waste Contamination Charge | Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours | \$100 per occurrence |
| Other Fees | | |
| Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item | CUSTOMER request – Fixed Fee Per Item | \$30 |

| Extra Service | Condition Under Which Fee Applies | Total Fee |
|-------------------------------------|---|---|
| Idle Time Charge | If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME | \$15 per every 15 minutes |
| Sunday Service | CUSTOMER Request | 50% over Monday-Saturday Service |
| Administrative Fees | | |
| Return Payment Fee | CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined | \$25 |
| Late Payment Fee (>30 days overdue) | CUSTOMER inaction | \$5 or 1.5% of the debt/month, whichever is greater |
| CONTAINER Removal Fee | CONTAINER is removed from service location due to CUSTOMER non-payment | \$5 per CONTAINER |
| Re-instatement of Account Fee | CUSTOMER request – Fixed Fee | \$70 per account |
| CONTAINER Delivery | Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement | \$25 per CONTAINER |
| Compactors Less than 8 cubic yards | Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size. | \$8.00 per cubic yard of collection |

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 4.32 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|--|--|---|
| Major Milestones | CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE) | 6/1/2017 |
| | CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT) | 7/1/2017 |
| | START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT) | 1/1/2018 |
| General Transition Tasks | Weekly meetings with CITY staff on outreach and outreach material begins. | 7 days |
| | The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule. | 7 days |
| | Provide CITY with Illness and Injury Prevention Program Plan. | 7 days |
| | Commencement of weekly Transition Team Meetings | 7 days |
| | CONTRACTOR's Franchise website complete and ready for field testing | 60 days |
| | All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing. | 60 days |
| | IT interface testing completed. | 60 days |
| | The CONTRACTOR shall have its mobile application (app) working and available for field testing. | 90 days |
| | Customer Service Center/Customer Care Center in each awarded zone open for business. | 7/1/2017 |
| | Billing System in place, tested, and ready for use | 7/1/2017 |
| | Problem resolution resources, scripts, and procedures in place | 7/1/2017 |
| | The CONTRACTOR shall have website working and available for all CUSTOMERS. | 7/1/2017 |
| Customer Outreach, Waste Assessments, and Agreement (Account Set Up) | Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan. | 30 days |
| | Weekly Outreach and Education planning meetings | 7 days |
| | CONTRACTOR outreach and education begins. | 7/1/2017 |
| | Complete Waste Assessments with all known CUSTOMERS | 1/1/2018 |
| | Service Agreements Contracts with all known CUSTOMERS executed. | 1/1/2018 |

| Task Category | Task Title | Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT) |
|------------------------|---|---|
| Staffing and Training | Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date | 7 days |
| | Recruit and hire management positions. | 7 days |
| | Recruit and hire Call Center staff and operation plan completed. | 5/1/2017 |
| | Customer Service Staff training completed. | 6/1/2017 |
| | Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup. | 6/1/2017 |
| | Recruit, hire and train Operations Supervisors | 6/1/2017 |
| | Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc. | 7/1/2017 |
| Vehicles and Equipment | Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed. | 30 days |
| | Agreements with all Equipment and/or Property Leasing Companies completed. | 60 days |
| | Agreements with CONTAINER supplier(s) completed. | 90 days |
| | All COLLECTION VEHICLES are ready for service. | 7/1/2017 |
| | CONTAINER delivery and old container removal completed for known customers. | 1/1/2018 |

The CONTRACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the

approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by

the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

| Deadline | Performance Requirements |
|---|---|
| 180 days prior to expiration of AGREEMENT | Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval. |
| 150 days prior to expiration of AGREEMENT | Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE. |
| 120 days prior to expiration of AGREEMENT | Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service. |
| 30 days prior to expiration of AGREEMENT | Implement the schedule for transition with the selected FRANCHISEE. |

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|---|--|
| CUSTOMER Inquiry and Request Data | <ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. | Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service | REAL TIME |
| CUSTOMER Information | <ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication | Electronic in the format compatible with Contract Compliance Software's FTP | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| CUSTOMER Billing/collection | <ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | <p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p> |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--|--|
| CUSTOMER Service Level (associated with each account and location) | <ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) | Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN | Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY |
| Outreach and Education | <ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly |
| Customer Service Performance (including Telephony data) | <ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month During Transition: Weekly |
| Field Operations Data | <ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER | Data maintained by CONTRACTOR | Available upon request to CITY |
| | <ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges | Electronic in the format compatible LASAN's CUSTOMER CARE CENTER | Available to CITY upon Request |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|-----------------------------------|--|--|---|
| Field Operations Data (continued) | <ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) | Summary Reports | Monthly – tracked and saved on-going and available to CITY upon request |
| Safety Training and Meetings | <ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Annually, within 20 days of end of the previous calendar year |
| CONTRACTOR Staffing Levels | <ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, within 20 days of end of the previous calendar month |
| SOLID RESOURCES Collection | Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Diversion and Outreach | <ul style="list-style-type: none"> Diversion Report | Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN | Monthly, Quarterly, within 20 days of end of the previous term |
| Fleet Details | <ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. | | Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month |

| Required Data | Associated Elements | Format | Transmittal Frequency |
|--|--|--------|---|
| Injury and Illness Prevention Program Plan | <ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records | | Within five (5) days whenever any changes are made to the IIPP plan |

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|------------------------------------|---|--|
| Implementation of FRANCHISE SYSTEM | Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5 | \$100 per day (including during the TRANSITION PERIOD) |
| | CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION | \$5,000 per verified occurrence (including during the TRANSITION PERIOD) |
| Provision of Services to CUSTOMERS | Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti) | \$100 per occurrence |
| | Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service | \$200 per occurrence |
| | Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment | \$100 per occurrence |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|--|
| Provision of Services to CUSTOMERS (continued) | Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute. | \$100 per occurrence; \$200 for each day thereafter |
| | Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection | \$300 per occurrence |
| | Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours | \$100 per occurrence |
| | Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS | \$300 per occurrence, subject to Section 11.3 below. |
| | Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average) | \$5,000 per month occurred |
| | Failure to provide service under this AGREEMENT due to Labor Disputes | The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced. |
| CONTRACTOR Operations | Collect, remove or transport SOLID RESOURCES from any CITY serviced customers | \$500 per verified occurrence |
| | Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers | \$500 per verified occurrence, subject to Section 11.3 below. |
| | Undertake collection operations outside of allowable hours of collection | \$300 per verified complaint |
| | Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS | \$100 per CUSTOMER per day, subject to Section 11.3 below. |
| | Failure to properly cover material in collection or hauling vehicles | \$300 per occurrence |
| | Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY | \$100 per occurrence |
| | Failure to clean up spillage or litter occurring during collection at time of collection | \$100 per occurrence |
| | Failure to have a vehicle properly licensed, registered and inspected | \$100 per vehicle |
| | Exceeding vehicle weight limits as set forth in the State of California Vehicle Code | \$1,000 per vehicle per occurrence, subject to Section 11.3 below. |
| | Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY | \$100 per occurrence |
| | Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2 | \$100 per day not notified |

| Category | Performance Standard and Conditions When Liquidated Damages Will Apply | Administrative Assessment |
|--|---|---|
| | Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY | \$100 per day, subject to Section 11.3 below. |
| Segregation and Delivery of Collection Materials | Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck | \$1,000 per occurrence |
| | Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY | \$1,000 per occurrence |
| CONTRACTOR Personnel and Property | Failure to have a properly licensed vehicle driver operating a vehicle | \$300 per occurrence per day |
| | Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws | \$1,000 per occurrence |
| | Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10 | \$500 per occurrence, subject to Section 11.3 below. |
| Diversion Requirements | Failure to meet Disposal Reduction requirements per Article 5 | See Section 5.10 |
| Payment and Reporting Requirements | Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees) | \$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6. |
| | Failure to submit reports to the CITY on time | \$50 per day per report. |
| | Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information | \$10,000 per occurrence |

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Jay Ware, General Manager
- 1035 E. 4th Street, Santa Ana, CA 92702 or P.O. Box 1318 Santa Ana, CA 92702
- TEL: 714-664-0677 x105/FAX: 714-664-0696/
Email: jay@waredisposal.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$1,125,000.

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT at the express request of and delivered to the CITY shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT at the express request of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S. Broadway, 5th Floor MS 521, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: 213-485-3671

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Jay Ware

Address: 1035 E. 4th Street, Santa Ana, CA 92702 or

Address: P.O. Box 1318 Santa Ana, CA 92702

Telephone: 714-664-0677 Facsimile: 714-664-0696

Email: jay@waredisposal.com

ARTICLE 25: FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 26: SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 36: BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications.
- (ii) Notifying minority, women and other community organizations of employment opportunities.
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (vi) Validating all job specifications, selection requirements, tests, etc.
- (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

WARE DISPOSAL, INC.

By: Judith Aubrey

Title: PRESIDENT

Date: 1 SEPTEMBER 2016

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

| Diversion Summary: | SE - Southeast LA | | | | | | | | |
|--|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
| Est Disposal Without Diversion Programs* | 39,350 | 39,654 | 39,958 | 40,262 | 40,566 | 40,870 | 41,174 | 41,478 | 41,782 |
| Target Diversion (Year 2025)** | | | | | | | | | 27,259 |
| Projected Disposal (tons) | 27,545 | 23,701 | 19,919 | 17,884 | 16,465 | 15,493 | 15,567 | 15,061 | 14,522 |
| Projected Diversion (tons) | 11,805 | 15,953 | 20,039 | 22,378 | 24,101 | 25,377 | 25,607 | 26,417 | 27,260 |
| Commingled Recycling Diversion (tons) | 4,683 | 7,138 | 10,029 | 12,179 | 14,158 | 15,510 | 16,346 | 17,213 | 18,217 |
| Food Waste (tons) | 630 | 835 | 979 | 1,369 | 1,724 | 2,023 | 2,075 | 2,530 | 2,862 |
| Yard Waste (tons) | 590 | 1,001 | 1,219 | 1,399 | 1,501 | 1,645 | 1,709 | 1,898 | 2,177 |
| Other Diversion (tons) | 5,903 | 6,979 | 7,812 | 7,430 | 6,718 | 6,198 | 5,476 | 4,776 | 4,004 |

*These are the projected values, to be assumed for the purpose of this plan.

**By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT.

Zone SE - Program Name: **Commercial Commingled Recycling Collection**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|-------|-------|-------|--------|--------|--------|--------|--------|--------|
| Diversion due to this program (tons) | 4,329 | 6,741 | 9,570 | 11,656 | 13,549 | 14,795 | 15,523 | 16,280 | 17,131 |
| Diverted Commingled Recyclables (tons) | 4,329 | 6,741 | 9,570 | 11,656 | 13,549 | 14,795 | 15,523 | 16,280 | 17,131 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 75% | 77% | 79% | 81% | 83% | 85% | 87% | 88% | 90% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

All commercial accounts are to be provided separate containers for the collection of commingled recyclables including cardboard, paper, cans and bottles, select plastics, wood, and other materials. These containers will be color-coded and picked up in a vehicle separate from refuse collection. Outreach will consist of waste audits, on-site inspections, mailers, online outreach marketing, and community meetings (the latter during the transition). Materials will be delivered to a

Diversion theme, implementing strategy and/or methodology:

Containers (ranging from 64 gallon to 3 cubic yard bins) will be provided at each source account or for shared bin accounts. In some cases, larger containers may be emplaced if quantity warrants. These containers will be collected no less than once weekly and consistent with refuse collection.

Target Audience:

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect commingled recyclables. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: **Commercial Food Waste Recycling**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------|------|------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 630 | 835 | 979 | 1,369 | 1,724 | 2,023 | 2,075 | 2,530 | 2,862 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 630 | 835 | 979 | 1,369 | 1,724 | 2,023 | 2,075 | 2,530 | 2,862 |
| Food Waste (tons) | 630 | 835 | 979 | 1,369 | 1,724 | 2,023 | 2,075 | 2,530 | 2,862 |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 15% | 17% | 19% | 21% | 23% | 24% | 25% | 25% | 25% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Continuation of, and expansion, of food waste recycling program. Beginning with existing accounts, food waste collection shall be expanded to all participating restaurants, hospitality locations (e.g., hotels), retail markets and outlets, industrial food processing, and specialty food distributors. Waste audits coupled with onsite inspections will promote food recycling to as many sources as feasible. Materials will be processed at local MRF.

Diversion theme, implementing strategy and/or methodology:

Specific food generating sources will be targeted for food waste recycling. Waste audits will focus on promoting collection and developing inhouse separation programs.

Target Audience

All food services, restaurants, grocery markets, food processors and distributors and hospitality sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect food wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: **Commercial Green Waste Collection**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------|------|------|-------|-------|-------|-------|-------|-------|
| Diversion due to this program (tons) | 394 | 793 | 999 | 1,168 | 1,258 | 1,390 | 1,441 | 1,618 | 1,884 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 394 | 793 | 999 | 1,168 | 1,258 | 1,390 | 1,441 | 1,618 | 1,884 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | 394 | 793 | 999 | 1,168 | 1,258 | 1,390 | 1,441 | 1,618 | 1,884 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| | | | | | | | | | |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 15% | 17% | 19% | 21% | 23% | 24% | 25% | 25% | 25% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Green wastes, including holiday trees, will be collected using separate containers from any source that requests pick-up. Materials will be delivered to a local processor for cleaning, grinding, and shipping to compost site.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify sources that generate green wastes. Those sources who do not separate and recycle their green wastes, including holiday trees, will be solicited to participate in a green waste separate collection program. Containers will be provided for each participating account.

Target Audience

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect green wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: **Commercial A/B Routing (Dry Waste Only)**

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|---------|----------|----------|----------|----------|----------|----------|----------|---------|
| Diversion due to this program (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | 5312.25 | 6225.678 | 6912.734 | 6423.802 | 5642.731 | 5053.576 | 4261.509 | 3490.374 | 2506.92 |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 75% | 77% | 79% | 81% | 83% | 85% | 87% | 88% | 90% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Accounts will be evaluated during the waste audits for the characteristics of the waste generated. If mostly dry – paper, cans, bottles, rubber, wood, plastics – then these sources will be prioritized for dry or A routing collection.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify highly recoverable fractions of wastes that contain little or no wet wastes such as green wastes, food or other wet type matter. The dry waste accounts will be collected in different routes from wet waste accounts.

Target Audience

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated routes to collect dry waste. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Multifamily Sector Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------|------|------|------|------|------|------|------|-------|
| Diversion due to this program (tons) | 354 | 397 | 460 | 523 | 608 | 715 | 823 | 933 | 1,086 |
| Diverted Commingled Recyclables (tons) | 354 | 397 | 460 | 523 | 608 | 715 | 823 | 933 | 1,086 |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 15% | 17% | 19% | 21% | 23% | 24% | 25% | 25% | 25% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

All multifamily accounts are to be provided separate containers for the collection of commingled recyclables including cardboard, paper, cans and bottles, select plastics, wood, and other materials. These containers will be color-coded and picked up in a vehicle separate from refuse collection. Outreach will consist of waste audits, on-site inspections, mailers, online outreach marketing, and community meetings (the latter during the

Diversion theme, implementing strategy and/or methodology:

Containers (ranging from 64 gallon to 3 cubic yard bins) will be provided at each source account or for shared bin accounts. In some cases, larger containers may be employed if quantity warrants. These containers will be collected no less than once weekly and consistent with refuse collection.

Target Audience

All multifamily accounts will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect commingled recyclables. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Multifamily Green Waste Collection

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------|------|------|------|------|------|------|------|------|
| Diversion due to this program (tons) | 197 | 208 | 220 | 232 | 243 | 255 | 268 | 280 | 292 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 197 | 208 | 220 | 232 | 243 | 255 | 268 | 280 | 292 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | 197 | 208 | 220 | 232 | 243 | 255 | 268 | 280 | 292 |
| Other Diversion (tons) (Please specify) | | | | | | | | | |
| Other Information | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 15% | 17% | 19% | 21% | 23% | 24% | 25% | 25% | 25% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Green wastes, including holiday trees, will be collected using separate containers from any source that requests pick-up. Materials will be delivered to a local processor for cleaning, grinding, and shipping to compost site.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify sources that generate green wastes. Those sources who do not separate and recycle their green wastes, including holiday trees, will be solicited to participate in a green waste separate collection program. Containers will be provided for each participating account.

Target Audience

All multifamily accounts will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect green wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Southeast Zone Temporary Dry/Recycling

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025* |
|--|--------|---------|---------|---------|----------|---------|----------|----------|----------|
| Diversion due to this program (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Diverted Commingled Recyclables (tons) | | | | | | | | | |
| Diverted Organics (tons) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Food Waste (tons) | | | | | | | | | |
| Yard Waste (tons) | | | | | | | | | |
| Other Diversion (tons) (Please specify) | 590.25 | 753.426 | 899.055 | 1006.55 | 1074.999 | 1144.36 | 1214.633 | 1285.818 | 1497.049 |
| Other Information: | | | | | | | | | |
| Targeted Number of Accounts (% of total accounts) | 1% | 2% | 3% | 4% | 5% | 5% | 5% | 5% | 5% |
| Actual Participating Accounts (% of targeted accounts) | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Temporary waste will be collected using separate containers from any source that requests a pick up of said. Materials will be delivered to Madison Materials for appropriate processing and delivery to end markets.

Diversion theme, implementing strategy and/or methodology:

All materials will be transported to Madison Materials, a City of Los Angeles approved construction and demolition recycling facility, for appropriate processing and delivery to end markets.

Target Audience

All customers requesting said service will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Either a roll off or front end load vehicle will collect boxes or three yard bins with temporary waste. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on generated waste materials.

Appendix B: Facility Utilization Plan

| ZONE: South East | | | | |
|--|---|------------|----------------------|---------------------|
| SOLID WASTE – Disposal/Transfer | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| CLARTS (1) | 2201 East Washington Blvd., Los Angeles 90034 | 19 AR 1182 | PRIMARY | 1 July 2017 |
| Puente Hills MRF | 2808 South Workman Mill Road, Whittier 90601 | 19 AA 1043 | SECONDARY | 1 July 2017 |
| Frank R Bowerman Landfill (2) | 11003 Bee Canyon Access Road, Irvine 92618 | 30 AB 0360 | TERTIARY | 1 July 2017 |
| Downey Area Recycling and Transfer | 9770 Washburn Road, Downey 90241 | 19 AA 0801 | TERTIARY | 1 July 2017 |
| ZONE: South East | | | | |
| SOLID WASTE – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 South Workman Mill Road, Whittier 90601 | 19 AA 1043 | PRIMARY | 1 July 2017 |
| Madison Materials | 1035 East 4 th Street, Santa Ana 92701 | 30-AB-0386 | SECONDARY | 1 July 2017 |
| Downey Area Recycling and Transfer | 9770 Washburn Road, Downey 90241 | 19 AA 0801 | TERTIARY | 1 July 2017 |
| ZONE: South East | | | | |
| SOURCE- SEPARATED RECYCLABLES – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 South Workman Mill Road, Whittier 90601 | 19 AA 1043 | PRIMARY | 1 July 2017 |
| Madison Materials | 1035 East 4 th Street, Santa Ana 92701 | 30-AB-0386 | SECONDARY | 1 July 2017 |
| ORGANICS – Pre-Processing/Clean Organic Food | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 South Workman Mill Road, Whittier 90601 | 19 AA 1043 | PRIMARY | 1 July 2017 |
| Imperial Western Products (3) | 4085 Bain Street, Mira Loma 91752 | N/A | SECONDARY | 1 July 2017 |
| ZONE: South East | | | | |
| ORGANICS – Processing | | | | |
| Facility Name | Facility Address | SWIS No. | Primary or Secondary | Date To Be Utilized |
| Puente Hills MRF | 2808 South Workman Mill Road, Whittier 90601 | 19 AA 1043 | PRIMARY | 1 July 2017 |

| ZONE: South East | | | | |
|-----------------------|--|------------|------------------------|-------------|
| Athens Services | 14048 East Valley Blvd., Industry 91746 | 19 AA 0863 | SECONDARY | 1 July 2017 |
| Madison Materials (4) | 1035 East 4 th Street, Santa Ana 92701 | 30-AB-0386 | SECONDARY/ TERTIARY | 1 July 2017 |

Appendix C: Rates

| | | BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers | | | | | | | | | |
|--------------------|----------------|--|----------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Days/ week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 | \$232.51 | \$264.08 | \$295.64 |
| | Add'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 | \$155.16 | \$189.20 | \$226.38 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 | \$437.98 | \$501.12 | \$564.25 |
| | Add'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 | \$292.36 | \$359.03 | \$432.03 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 | \$643.47 | \$738.17 | \$832.87 |
| | Add'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 | \$429.55 | \$528.87 | \$637.67 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 | \$848.95 | \$975.22 | \$1,101.49 |
| | Add'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 | \$566.74 | \$698.72 | \$843.33 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 | \$1,054.44 | \$1,212.27 | \$1,370.11 |
| | Add'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 | \$703.92 | \$868.56 | \$1,048.98 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 | \$1,259.93 | \$1,449.33 | \$1,638.73 |
| | Add'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 | \$841.11 | \$1,038.40 | \$1,254.62 |

| | | Additional Recycling Container Frequency | | | | | | | | | |
|--------------|-------------|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

| | | Food Waste and Green Waste Rates for Non Compacted Containers | | | | | | |
|--------------|-------------|---|----------|----------|----------|------------|------------|------------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd |
| One / Week | Primary Bin | | | \$90.90 | \$185.16 | \$193.05 | \$200.94 | \$216.72 |
| | Addt'l Bins | \$57.33 | \$73.31 | \$77.07 | \$95.68 | \$104.61 | \$113.93 | \$133.76 |
| Two / Week | Primary Bin | | | \$158.70 | \$343.28 | \$359.07 | \$374.85 | \$406.42 |
| | Addt'l Bins | \$100.40 | \$128.38 | \$134.96 | \$177.53 | \$194.70 | \$212.65 | \$250.93 |
| Three / Week | Primary Bin | | | \$226.51 | \$501.42 | \$525.09 | \$548.77 | \$596.12 |
| | Addt'l Bins | \$143.47 | \$183.45 | \$192.86 | \$259.39 | \$284.79 | \$311.37 | \$368.09 |
| Four / Week | Primary Bin | | | \$294.32 | \$659.55 | \$691.12 | \$722.69 | \$785.82 |
| | Addt'l Bins | \$186.53 | \$238.51 | \$250.75 | \$341.26 | \$374.89 | \$410.10 | \$485.27 |
| Five / Week | Primary Bin | | | \$362.13 | \$817.69 | \$857.15 | \$896.61 | \$975.52 |
| | Addt'l Bins | \$229.60 | \$293.58 | \$308.65 | \$423.11 | \$464.97 | \$508.82 | \$602.43 |
| Six / Week | Primary Bin | | | \$429.94 | \$975.82 | \$1,023.17 | \$1,070.52 | \$1,165.23 |
| | Addt'l Bins | \$272.67 | \$348.65 | \$366.54 | \$504.97 | \$555.07 | \$607.55 | \$719.60 |

| | | Recycling Not Provided Fee - As Determined from Base Level of Service | | | | | | | | | |
|--------------|-------------|---|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Days/week | Bin | 32 Gal | 64 Gal | 96 Gal | 1 Yd | 1.5 Yd | 2 Yd | 3 Yd | 4 Yd | 6 Yd | 8 Yd |
| One / Week | Primary Bin | | | \$34.26 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 | \$68.51 |
| | Add'l Bins | no charge | | | | | | | | | |
| Two / Week | Primary Bin | | | \$65.08 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 | \$130.16 |
| | Add'l Bins | no charge | | | | | | | | | |
| Three / Week | Primary Bin | | | \$95.91 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 | \$191.82 |
| | Add'l Bins | no charge | | | | | | | | | |
| Four / Week | Primary Bin | | | \$126.74 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 | \$253.48 |
| | Add'l Bins | no charge | | | | | | | | | |
| Five / Week | Primary Bin | | | \$157.57 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 | \$315.14 |
| | Add'l Bins | no charge | | | | | | | | | |
| Six / Week | Primary Bin | | | \$188.40 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 | \$376.80 |
| | Add'l Bins | no charge | | | | | | | | | |

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|------------------------------|------------------------------|-------------------------|-----------|
| Solid Waste ^{a,b,c} | Rolloff, Compactor, per pull | Delivery and Collection | \$270.00 |
| Recycling ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Organics ^{a,c, d} | Rolloff, Compactor, per pull | Collection | \$270.00 |
| Solid Waste ^b | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^d | Processing | Tip fee per ton | No Charge |
| Organics ^d | Processing | Tip fee per ton | \$93.50 |

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|-----------------------|-----------------|-----------|
| Solid Waste ^{e,f} | Rolloff, per pull | Collection | \$270.00 |
| Recycling ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Organics ^{e,h} | Rolloff, per pull | Collection | \$270.00 |
| Solid Waste ^f | Rolloff, Daily rental | Rent | \$7.00 |
| Recycling and Organics ^h | Rolloff, Daily rental | Rent | \$7.00 |
| Solid Waste ^{f, g} | Rolloff Delivery | Delivery | \$70.00 |
| Recycling and Organics ^{h,g} | Rolloff Delivery | Delivery | \$70.00 |
| Solid Waste ^f | Disposal/Processing | Tip fee per ton | \$72.00 |
| Recycling ^h | Processing | Tip fee per ton | No charge |
| Organics ^h | Processing | Tip fee per ton | \$93.50 |

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service

(Non-permanent service of no more than 30 consecutive days at customer's site)

| Material | Type of Service | Cost Element | Rate |
|---------------------------------------|------------------------------------|-------------------------|----------|
| Solid Waste ^{i,j,k} | Temporary Container | Delivery and Collection | \$125.00 |
| Recycling ^{i,k,m} | Temporary Container | Delivery and Collection | \$90.00 |
| Organics ^{i,k,m} | Temporary Container | Delivery and Collection | \$130.00 |
| Solid Waste ^{i,l} | Temporary Container, Daily rental | Rent | \$5.00 |
| Recycling and Organics ^{m,l} | Temporary Container, Daily rental | Rent | \$ 5.00 |
| Solid Waste ^j | Temporary Container, Extra Pick-Up | Collection | \$45.00 |
| Recycling ^m | Temporary Container, Extra Pick-Up | Collection | \$35.00 |
| Organics ^m | Temporary Container, Extra Pick-Up | Collection | \$75.00 |

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

| | |
|-----------|--|
| Exhibit A | Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS |
| Exhibit B | Schedule B, MBE/WBE/OBE Utilization Profile |
| Exhibit C | Insurance and Bond Requirements |
| Exhibit D | Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance |
| Exhibit E | Slavery Disclosure Ordinance |
| Exhibit F | Declaration of Compliance with Living Wage Ordinance |
| Exhibit G | Contractor Responsibility Ordinance |
| Exhibit H | Business Tax Registration Certificate |
| Exhibit I | Los Angeles Residence Information |
| Exhibit J | Non-Collusion Affidavit |
| Exhibit K | Contract History |
| Exhibit L | Municipal Lobbying Ordinance |
| Exhibit M | Contract Bidder Campaign Contribution and Fundraising Restrictions |
| Exhibit N | Iran Contracting Act Of 2010 |

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

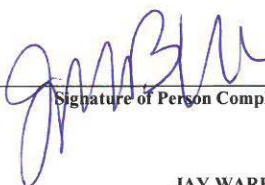
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|--|
| Project Title CITY-WIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE COLLECTION AND HANDLING |
|--|

| | |
|---------------------------------------|---|
| Proposer WARE DISPOSAL INC. | Address 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221 |
| Contact Person JAY WARE | Phone/Fax T 714 664 0677 X105, F 714 664 0696 |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|---|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| | | | | |
| DYJP, Inc., dba Cabo Transport Services, 3920 Whiteside Street, Los Angeles, CA 90063 323 816 2346 | Provision of backhauling services and flatbed truck/trucking services | MBE | N/A | \$500,000.00 |
| Daniel R Arguello, 3029 Eva Terrace, Los Angeles, CA 90031 323 222 8436 | Provision of translation services related to the franchise award zone | DVBE SBE | N/A | \$100,000.00 |
| | | | | |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION (SEE PAGE 2 FOR SUMMARY) | | |
|---|-----------------|---------|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | \$500,000.00 | 0.53% |
| TOTAL WBE AMOUNT | \$0.00 | % |
| TOTAL SBE AMOUNT | \$100,000.00 | 0.11% |
| TOTAL EBE AMOUNT | \$0.00 | % |
| TOTAL DVBE AMOUNT | \$100,000.00 | 0.11 % |
| TOTAL OBE AMOUNT | \$0.00 | % |
| BASE BID AMOUNT | \$94,000,000.00 | |



 Signature of Person Completing this Form

 JAY WARE

 Printed Name of Person Completing this Form

 GENERAL MANAGER, 22 AUGUST 2016

 Title Date

MUST BE SUBMITTED WITH PROPOSAL

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|----------------------|---------------------|
| Project Title | Contract No. |
|----------------------|---------------------|

| | |
|-----------------------|------------------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | |
| TOTAL MBE PARTICIPATION | \$ | % | Printed Name of Person Completing this Form: Title: _____ Date: _____ |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATION | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____ Date: 02/23/2016

Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

2,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☒ **Pollution Liability**

1,000,000

☒ Contractor's Pollution Liability

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

☒ **Crime Insurance**

1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$ _____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

1. Corporate or Individual principal must be on Corporate Acknowledgement form.
2. Corporate Seal must be impressed hereon in case of corporation.

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: WARE DISPOSAL INC. BAVN Company ID # 70195

Company Address: 1451 Manhattan Avenue

City: Fullerton State: CA Zip: 92831 5221

Contact Person: JAY WARE Phone: 714 664 0677 E-mail: jason@waredisposal.com

Approximate Number of Employees in the United States: 105

Approximate Number of Employees in the City of Los Angeles: 10

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

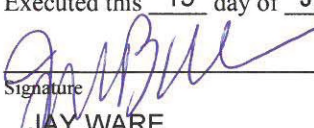
SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

WARE DISPOSAL INC. will comply with the Equal Benefits Ordinance requirements as
Company Name
indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 15 day of June, in the year 20 16, at Santa Ana, CA
(City) (State)


Signature
JAY WARE
Name of Signatory (please print)
GENERAL MANAGER
Title

PO Box 1318
Mailing Address
Santa Ana, California 92702 1318
City, State, Zip Code
95 374 3725
EIN/TIN

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

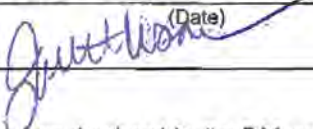
Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, JUDITH WARE, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

| | | | |
|-----------------------|--------------|--------------|-------------------|
| WARE DISPOSAL INC. | 714 664 0677 | 95 374 3725 | 70195 |
| Company Name | Phone | Federal ID # | BAVN Company ID # |
| 1415 MANHATTAN AVENUE | FULLERTON | CA | 92831 5221 |
| Street Address | City | State | Zip |
3. The Company came into existence in 1968 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):
☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 6 OCTOBER 2014 at SANTA ANA, CA
(Date) (City) (State)

Signature:  Title: PRESIDENT

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st **PAYROLL** under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION II: SUBCONTRACTOR INFORMATION (continued) | | | | | | |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| PART A | PART B | | | | | |
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval. | | | | | | |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV . | | | | | | |
| EXEMPTION | | | SUPPORTING DOCUMENTATION REQUIRED | | | |
| One-person contractors, lessee, licensee | | | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 501(c)(3) non-profit organization | | | | | | |
| Occupational license required | | | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Collective bargaining agreement w/supersession language | | | | | | |
| Small Business | | | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| Governmental Entity | | | NONE REQUIRED. | | | |
| SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) | | | | | | |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office. | | | | | | |
| 1) Employee Information Form | | | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 2) Subcontractor Information Form | | | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| 3) Subcontractor Declaration of Compliance Form (retain) | | | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm | | | |
| SECTION V: SIGNATURE | | | | | | |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance. | | | | | | |
| Print Name of Person Completing This Form _____ | | | Signature of Person Completing This Form _____ | | | |
| Title _____ | | Phone # _____ | | Date _____ | | |
| AWARDING DEPARTMENT USE ONLY: | | | | | | |
| Dept: _____ | | Dept Contact: _____ | | Contact Phone: _____ | | Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

| | | |
|---|---------------------|--------------|
| Department of Public Works, Bureau of Sanitation | Lisa Carlson | 213 485 2260 |
| City Department/Division Awarding Contract | City Contact Person | Phone |
| Citywide Exclusive Franchise System for Municipal Solid Waste Collection and Handling | | |
| City Bid or Contract Number (if applicable) and Project Title | | |

BIDDER/CONTRACTOR INFORMATION

WARE DISPOSAL INC.

Bidder/Proposer Business Name

1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

| | | | |
|---------------------------|-------------------|--------------|-----|
| Street Address | City | State | Zip |
| JAY WARE, GENERAL MANAGER | 714 664 0677 X105 | 714 664 0696 | |
| Contact Person, Title | Phone | Fax | |

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

JAY WARE, GENERAL MANAGER

29 OCTOBER 2014

Print Name, Title

Signature 

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

- ☐ **Corporation:** Date incorporated: 06 / 14 / 1982 State of incorporation: California

List the corporation's current officers.

President: JUDITH HELAINE WARE

Vice President: BEN MARLON WARE

Secretary: BEN MARLON WARE

Treasurer: JUDITH HELAINE WARE

- ☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

N/A

- ☐ **Limited Liability Company:** Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

N/A

- ☐ **Partnership:** Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

N/A

- ☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

N/A

- ☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

N/A

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 43 Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

JAY WARE, GENERAL MANAGER

29 OCTOBER 2014

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

County of Los Angeles Department of Public Works
 Avocado Heights exclusive franchise 1 April 2008-31 March 2017 (\$1.1M)
 East Charter Oak exclusive franchise 1 June 2008-31 May 2017 (\$0.9M)
 Residential collection services
 City of Laguna Woods exclusive franchise (\$1.75M)
 1 September 2005-30 June 2015
 Exclusive franchise services
 County of Orange, El Modena community exclusive franchise (\$0.25M)
 1 July 2007-30 June 2020
 Exclusive franchise services
 City of Costa Mesa (\$3M)
 1968-present
 Nonexclusive commercial franchise services
 City of Newport Beach (\$2M)
 1968-30 June 2017
 Nonexclusive commercial franchise services
 City of Irvine
 1968-30 June 2018 (\$4M)
 Nonexclusive commercial franchise services
 City of Santa Ana
 1995-30 June 2018 (\$0.5M)
 Nonexclusive temporary collection services
 Additionally, Madison Materials is the city's exclusive C/D processing facility
 The Irvine Company Office Properties (\$2.5M)
 1 July 2001-present
 Exclusive commercial franchise services
 Twenty six (26) school districts and various Caltrans facilities across Southern California.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

Lopez v Ware Disposal Inc. Case No. 30-2010-00405307-CU-OE-CXC

This case was related to an allegation of wage and hour claims, failure to pay wages, failure to provide meal periods and failure to provide rest periods. The case was settled without admitting any violations in 2012-2013 for a minimum of \$300,000 to a maximum of \$400,000 disbursed to over one hundred fifty (150) employees over a five (5) year period. Ware Disposal Inc. (and Madison Materials) have implemented new processes to monitor employees taking their meal and rest breaks and stringently enforce the meal period between ten and twelve hours on a daily basis (which required hiring an additional staff member to ensure compliance with all wage and hour rules and regulations.

Ware Disposal Inc. v State of California Case No. 43-2012-80001207

In RE: writ of mandate regarding issues surrounding the Department of Conservation and the participation in the Department's cans and bottles program. This issue was resolved when Ware Disposal Inc. decided not to appeal the Administrative Law Judge's ruling on the matter. Ware Disposal Inc. has included this case as part of this response even though it does not appear to be responsive to the definition included above.

City of Los Angeles work:

Department of Water and Power

Commercial, municipal solid waste collection services to DWP facilities citywide

Dates (approximate): 1 July 2009-31 December 2009

Approximate contract value: \$250,000.00

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFO/RFP # (if any): _____ Date RFB/RFO/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Ware Disposal Inc.
Company Address: 1451 Manhattan Avenue
City: Fullerton State: CA Zip: 92831-5221

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) JUL 20 2016

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Tom Dam Phone (213) 847-2455

DAA Representative Signature George (p.m.) in for Mr. Date JUL 20 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

WARE DISPOSAL COMPANY INC

POST OFFICE BOX #1318
SANTA ANA, CA 92702-1318

1451 MANHATTAN AVENUE
FULLERTON, CA 92831-5221

| THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED BUSINESS TAX | | | | |
|---|------------|------------------|--------------------|--------|
| ACCOUNT NO. | FUND/CLASS | DESCRIPTION | ISSUED: 06/15/2016 | STATUS |
| 0000940291-0001-7 | L195 | Trucking/Hauling | 12/01/1998 | Active |

WARE DISPOSAL COMPANY INC

ISSUED TO
POST OFFICE BOX #1318
SANTA ANA, CA 92702-1318
1451 MANHATTAN AVENUE
FULLERTON, CA 92831-5221

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:
Clare Bantle
DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT - READ REVERSE SIDE

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: WARE DISPOSAL INC.

I. Corporate or Main Office Address:

1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

II Total Number of Employees in Organization: 114

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

2 and 1.75 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Judith H. Ware, depose and say
that I am

President of Ware Disposal INC
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 6/14/16 at Santa Ana, California
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct

Judith H. Ware
(Signature)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me

on this 14 day of June, 2016,
by _____
Date Month Year(1) JUDITH H. WARE,(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Anne Mansour
Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Non-Collusion Affidavit Document Date: June 14, 2016Number of Pages: 1 Signer(s) Other Than Named Above: _____

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Department of Water and Power

1 July 2009-31 December 2009 (estimated)

Commercial municipal solid waste collection service to DWP facilities citywide

Contract Number

Amount of Contract: \$250,000 (estimated)

WARE DISPOSAL INC.

Name of Organization

JAY WARE

Print Name

29 OCTOBER 2014

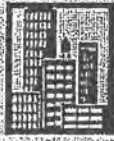
Date

Signature

GENERAL MANAGER

Title

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall— 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:
70195

Awarding Authority (Department):
Dept. of Public Works, Bureau of Sanitation

Name of Bidder:
WARE DISPOSAL INC.

Phone:
877 714 9273

Address:
1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Email:
jay@waredisposal.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 29 OCTOBER 2014

Signature: _____

Name: JAY WARE

Title: GENERAL MANAGER

**Exhibit M: Contract Bidder Campaign Contribution and
Fundraising Restrictions**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
70195

Date Bid Submitted:
29 October 2014

Description of Contract:

Citywide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department):

Department of Public Works, Bureau of Sanitation

BIDDER

Name: WARE DISPOSAL INC.

Address: 1451 MANHATTAN AVENUE

Email (optional): jay@waredisposal.com Phone: 714 664 0677 x105

State Contractor ID: N/A

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: JUDITH HELAINE WARE Title: PRESIDENT

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: BEN MARLON WARE Title: VICE PRESIDENT/SECRETARY

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: JAY WARE Title: GENERAL MANAGER/C.O.O.

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 973-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS NOT APPLICABLE

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

NOT APPLICABLE

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 29 October 2014

Signature: _____

Name: _____

Title: _____

JAY WARE

GENERAL MANAGER

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

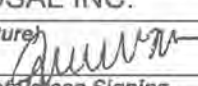
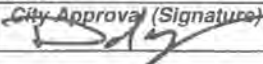
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

| | | |
|--|--|-------------------------------|
| Vendor Name/Financial Institution (printed) WARE DISPOSAL INC. | | BTRC (or n/a) 94029100017 |
| By (Authorized Signature)  | | |
| Print Name and Title of Person Signing JUDITH WARE | | PRESIDENT |
| Date Executed 10/06/2014 | City Approval (Signature)  | (Print Name) Daniel Mayers |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
July 10, 2015

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JUL 10 2015


Executive Officer
Board of Public Works

CD: ALL

BUSINESS INCLUSION PROGRAM EVALUATION RESULTS FOR THE CITYWIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE FROM PRIVATELY SERVED COMMERCIAL AND MULTIFAMILY CUSTOMERS INCLUDING COLLECTION, PROCESSING, TRANSFER AND DISPOSAL (FRANCHISE SYSTEM)

RECOMMENDATIONS

1. Deem AAA Rubbish Inc., Athens Services, CalMet Services, Inc., Consolidated Disposal Service, LLC DBA Republic Services, CR&R, NASA Services, Inc., Pacific Coast Waste, Recology, SVT Services, Inc., United Pacific Waste, Universal Waste Systems, Inc., USA Waste of California, Inc. DBA Waste Management, Ware Disposal, Inc., Waste Connections of California, and Waste Resources, Inc. responsive to the Business Inclusion Program (BIP) requirements for the Citywide Exclusive Franchise System for Municipal Solid Waste from Privately Served Commercial and Multifamily Customers including Collection, Processing, Transfer, and Disposal (Franchise System).

TRANSMITTALS

1. Copy of the RFP "FOR THE CITYWIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE FROM PRIVATELY SERVED COMMERCIAL AND MULTIFAMILY INCLUDING COLLECTION, PROCESSING, TRANSFER AND DISPOSAL."
2. Copy of the adopted Bureau of Sanitation (LASAN) and Bureau of Contract Administration Joint Board Report No.1, dated June 11, 2014, authorizing LASAN to distribute a REQUEST FOR PROPOSALS (RFP) FOR "THE CITYWIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE FROM PRIVATELY SERVED COMMERCIAL AND MULTIFAMILY INCLUDING COLLECTION, PROCESSING, TRANSFER AND DISPOSAL."

DISCUSSION

Project Background

On June 11, 2014, the Board authorized LASAN to distribute a RFP (Transmittal No. 1) and to negotiate personal service contracts for the Franchise System (Transmittal No. 2).

The primary objectives of this RFP process are:

1. Higher Recycling (90% diversion from landfills by 2025)
2. Fair Customer Rates
3. Reduced Street Impacts and Cleaner Air
4. Superior Customer Service
5. Improved health and safety for solid waste workers
6. Long Term Competition
7. Reliable system Infrastructure

This RFP provided the opportunity for waste collection companies to submit proposals for initial ten-year contracts with the City of Los Angeles (City). Each company will become the exclusive provider of Solid Waste, Commingled Recyclables, and Organics collection and handling services for privately served Commercial and Multifamily customers in one or more of the Franchise Zones defined by the City. The City has established a total of eleven (11) Franchise Zones. Three (3) of the Franchise Zones were designated as "small" in order to create opportunities for smaller collection companies to compete for Franchise contracts. A proposer awarded any one of the "small" Franchise Zones may not be awarded any of the other ten (10) Franchise Zones.

To maximize efficiency, the City allowed proposers to submit proposals for multiple zones as a single group, called a bundle. In this RFP, the City created three (3) bundles for this purpose. The proposers may also develop one (1) bundle as well. Therefore, each proposer could propose on any or all of the eleven (11) individual zones, and up to four (4) bundles.

LASAN seeks to award an individual contract for each zone or bundle of zones. Therefore, this RFP will result in multiple contracts. As there are eleven (11) zones, there may be as many as eleven (11) contracts. However, there may be one or more bundle contracts awarded, thereby reducing the number of contracts. No single proposer will be awarded more than 49% of all customers. This will ensure that there are sufficient resources available in the case where redundancy is needed and will foster the availability of long-term competition.

LASAN is requesting that the Board approve the recommendation of the BIP proposal results. Upon approval, LASAN shall negotiate personal service contracts with the most qualified proposers. LASAN will then return to the Board with a list of recommended contractors and request authority to execute personal service contracts to meet the Franchise System Goals as approved by the Mayor and City Council.

Business Inclusion Program

Fifteen proposals were received in response to the RFP prior to the October 29, 2014 due date. LASAN's Centralized Contracts Unit (CCU) reviewed the BIP documentation submitted with each proposal. In order to be deemed responsive, proposers were required to submit BIP documentation as described in Appendix 7 of the RFP, and to successfully complete the seven (7) indicators of the BIP Outreach requirements.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
July 10, 2015

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After a detailed review and evaluation by CCU of the BIP documentation submitted by the fifteen (15) proposers (AAA Rubbish Inc., Athens Services, CalMet Services, Inc., Consolidated Disposal Service, LLC DBA Republic Services, CR&R, NASA Services, Inc., Pacific Coast Waste, Recology, SVT Services, Inc., United Pacific Waste, Universal Waste Systems, Inc., USA Waste of California, Inc. DBA Waste Management, Ware Disposal, Inc., Waste Connections of California, and Waste Resources, Inc.), CCU found all fifteen (15) to be responsive.

STATUS OF FINANCING


There is no impact to the General Fund. The estimated overall value of this contract is \$2,500,000,000 for an initial contract term of ten (10) years. The contract then has two (2) optional five (5) year extensions. However, this contract will be paid by the customers, not by the City. Therefore, there is no City funding required for this work.

FUTURE ACTION

Upon Board approval, LASAN will negotiate with the highest ranked Proposers. As part of negotiations, Proposers will be required to submit a Schedule B (Subcontractor Information Form) which includes specific pledged participation amounts for the appropriate subcontractors listed on their Schedule A (List of Potential Subcontractors). Subsequent to the negotiation process, LASAN will return to the Board for authority to award contracts for the eleven Franchise Zones after confirming compliance with all other City contracting requirements.

Respectfully submitted,

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY



HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by: Dan Meyers SRCRD
(213) 485-3932



Daniel Meyers <daniel.meyers@lacity.org>

Your letter

1 message

Mike Sangiacomo <msangiacomo@recology.com>

Fri, Mar 25, 2016 at 11:36 AM

To: Enrique Zaldivar <enrique.zaldivar@lacity.org>

Cc: Karen Coca <karen.coca@lacity.org>, Daniel Meyers <daniel.meyers@lacity.org>, Alex Helou <alex.helou@lacity.org>, Adena Hopenstand <adena.hopenstand@lacity.org>, George McGrath <gmcgrath@recology.com>, Donald Gambelin <DGambelin@recology.com>, Bryce Giddens <BGiddens@recology.com>, "cynthia.perez@lacity.org" <cynthia.perez@lacity.org>

Enrique,

Thank you for taking the time to meet with us on Monday and for your gracious letter yesterday. We have greatly appreciated the opportunity to work with the City in this process. While we are disappointed that agreement could not be reached on key business issues, we remain eager to partner with the City and look forward to having the opportunity to serve the Los Angeles community.

Sincerely,

Mike

Michael J. Sangiacomo

President & Chief Executive Officer

Rm. 1005 PM | 50 California Street, 24th Floor | San Francisco, CA 94111-9796

T: 415.875.1150 | msangiacomo@recology.com

Mike Sangiacomo



July 26, 2016

Via email (Daniel.Meyers@lacity.org)
Daniel K. Meyers, Division Manager
Solid Resources Commercial Franchise Division
LA Sanitation
1149 South Broadway Street, 5th Floor
Los Angeles, California 90015

Re: City-Wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling

Dear Mr. Meyers:

At the request of the Bureau of Sanitation and in accordance with our meeting held on July 19, 2016, United Pacific Waste hereby withdraws its application submitted to the City of Los Angeles for a franchise zone award to collect and handle solid waste. This withdrawal is made based on the understanding that United Pacific Waste may continue to collect and haul trash within the City of Los Angeles, subject to the franchise zone award program to be implemented by the City of Los Angeles.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rouben Kandilian", is written over a horizontal line.

Rouben Kandilian,
Chairman of the Board