

0150-09639-0000

TRANSMITTAL

TO The City Council	DATE SEP 29 2011	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Personal Services Agreement with West Coast Rendering Inc.
for Dead Animal Processing and Recovery Services**

Transmitted for your consideration.
See the City Administrative Officer report attached.


for
MAYOR

(Janelle Erickson)

MAS:MBC:06120027

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 09/23/2011	C.D. No. All	CAO File No.: 0150-09639-0000				
Contracting Department/Bureau: Bureau of Sanitation		Contact: Nat Isaac					
Reference: Transmittal from the Board of Public Works dated August 19, 2011							
Purpose of Contract: Execute personal services contract with West Coast Rendering Co. for dead animal processing and recovery services							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Five years with option to renew for three additional years					
Contract/Amendment Amount: \$375,000							
Proposed amount \$ 375,000 + Prior award(s) \$ 0 = Total \$ 375,000							
Source of funds: Solid Waste Resources Revenue Fund							
Name of Contractor: West Coast Rendering Co.							
Address: 4105 Bandini Boulevard, Vernon, CA 90023							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 24 %				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works, on behalf of the Bureau of Sanitation, requests authority to execute a personal services contract with West Coast Rendering Co. for dead animal processing and recovery services. The proposed contract is for a term of five years, with an option to renew for an additional three years, and a cost ceiling of \$375,000.

Background

The Bureau of Sanitation (Bureau) provides curbside collection service of dead animals in the City. The Bureau responds to approximately 100 requests per day through the Bureau's call center, the City's 3-1-1 call center, the Fire Department, the Police Department and various other sources for the collection of dead animals. City staff collects the dead animals in City vehicles and delivers the material to a contracted facility for further processing. The Bureau collects approximately 35 tons of dead animals per month Citywide.

The Bureau had a contract with West Coast Rendering Co. for dead animal processing and recovery, which expired in November 2009. Since then, the contract has been extended on a month-to-month basis to maintain a provider for these services.

 MBC	 Analyst	06120027	 Assistant CAO	 City Administrative Officer
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Selection Process

The Bureau distributed a Request for Proposals (RFP) for dead animal processing and recovery services and received one proposal on May 7, 2010 from West Coast Rendering Co. (West Coast Rendering). A committee of Bureau staff reviewed the proposal based on technical requirements, cost terms and fees, record of past performance, facility location requirements, overall proposal responsiveness, and processing technology innovation. West Coast Rendering was deemed responsive.

Scope of Work

The contractor will provide the facility for City personnel to deliver dead animal carcasses and commingled food scraps and yard trimmings. City staff will collect the dead animal carcasses and commingled food scraps and yard trimmings in City vehicles. As necessary, the contractor will collect and deliver large carcasses (animal carcasses that exceed the capacity of City collection vehicles, which include horses, cows and deer) to the facility. The City does not guarantee the delivery of a daily minimum tonnage of collected materials.

The contractor will provide weight tickets and monthly reports of the material accepted at the facility, which includes the gross weight, tare weight, net weight, and load type. In addition, the contractor will provide monthly reports which will also include the total number of loads received per month, the total number of load types, and the total monthly tonnage of collected materials received at the facility. The contractor will process the collected materials by means of rendering, hydrolysis, gasification, or sterilization into beneficial end products. The contractor shall comply with all applicable federal, state, and local laws.

Compensation, Funding and Term

The City will compensate the contractor on a flat-fee basis. The City will compensate the contractor \$190 per ton for acceptance of dead animal carcasses, which is lower than the cost of \$200 per ton under the current contract. In addition, the City will compensate the contractor \$50 per ton for commingled food scraps and yard trimmings and \$200 per collection of one large carcass. These services were not included under the current contract. The cost includes overhead, capital costs, permit fees, profit, and any and all other costs by the contractor.

Based on the gross tonnage processed in Fiscal Year 2010-11 (411 tons of dead animal carcasses), the estimated annual cost of the contract is \$75,000. These rates result in potential monthly savings of \$343. In addition, the contractor is offering the City a one percent discount on invoices paid within 30 days of the invoice date.

Contracting Provisions

The Personnel Department determined that City employees do not have the expertise to perform the work proposed in the contract. This contract has been reviewed by the City Attorney as to form.

The second sentence of Article 5 of the contract indicates that "the City Project Manager's authority shall extend to authorizing modifications to this agreement as mutually agreed upon in writing." The intent of this provision is to allow the City Project Manager to change the City Project Manager designee for the contract as mutually agreed upon by both parties. In consultation with the City Attorney, it is recommended that this provision be removed from the agreement to eliminate redundancy and avoid confusion on contract changes that would also require Mayor and City Council approval. The City Attorney has also advised that a change in designee can be done administratively with consent of the parties to the contract.

RECOMMENDATION

That the Mayor and City Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute a personal services contract with West Coast Rendering Co. for dead animal processing and recovery services, provided that the second sentence of Article 5, "The City Project Manager's authority shall extend to authorizing modification to this agreement as mutually agreed upon in writing," be deleted from the agreement.

FISCAL IMPACT STATEMENT

There is no General Fund impact. The estimated annual contract cost for the proposed services is \$75,000, with a cost ceiling of \$600,000 for the proposed maximum term of eight years. Sufficient funding is budgeted in the current year for this purpose in the Solid Waste Resources Revenue Fund. Funding for future years of the contract will be subject to appropriations in the annual budget process. Consistent with the City's Financial Policies, the continuation of this contract will be subject to the availability of funding appropriated in each fiscal year.

MAS:MBC:06120027

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

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200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

WILLIAM P. WEEKS
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

2011 AUG 24 AM 11:52
CITY ADMINISTRATIVE OFFICER

August 19, 2011

#1 BOS/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Pamela Finley

Subject: AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT
WITH WEST COAST RENDERING CO. FOR DEAD ANIMAL PROCESSING AND
RECOVERY SERVICES

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a personal services contract with West Coast Rendering Co. for animal carcass processing and recovery services. The term of the proposed agreement shall be five years from the date of execution, with one option to renew for three additional years.

FISCAL IMPACT

Funding for this contract in the amount of \$225,000 is included in the Bureau's annual \$64 million budget for tip fees and is available from Department 50, Fund 508 (Solid Resources Revenue Fund), Account G282 (Sanitation Expense and Equipment). As a component of the Bureau's annual tip fee budget, this funding is included in the Bureau's proposed budget for FY 11/12. Funding for future years is expected to be provided via the City's Annual Budget Process.

Respectfully submitted,

William P. Weeks, Executive Officer
Board of Public Works

WPW:mp



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
August 19, 2011

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
AUG 19 2011


Executive Officer

CD: ALL

AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT
WITH WEST COAST RENDERING CO. FOR DEAD ANIMAL PROCESSING AND
RECOVERY SERVICES

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a personal services contract with West Coast Rendering Co. for animal carcass processing and recovery services. The term of the proposed agreement shall be five (5) years from the date of execution, with one (1) option to renew for three (3) additional years.
2. Upon approval by the Mayor and City Council, authorize the President or two (2) members of the Board to execute the contract.
3. Upon execution, return the contract to the Bureau of Sanitation (Bureau) for further processing (contact Nicoleta Serbanescu at (213) 485-3592).

TRANSMITTALS

1. Copy of the Board Motion, adopted August 10, 2009, to extend Contract No. C-110902 with West Coast Rendering Co. on a month-to-month basis until a new contract is executed.
2. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated March 10, 2010, authorizing the Bureau to distribute a Request for Proposals (RFP) and to negotiate a proposed contract with the best and most responsive proposer(s) for dead animal processing and recovery services.
3. Copy of the proposed Personal Services Contract between the City of Los Angeles (City) and West Coast Rendering Co. for dead animal processing and recovery services.
4. MBE/WBE/OBE Waiver from Mayor's Office of Economic Development, dated June 4, 2008.

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DISCUSSION

Background

The Bureau provides curbside collection service of dead animals for approximately 3.8 million residents, several city animal shelters, public streets, and public parks. The Bureau provides this service in the interest of public health and safety.

The Bureau currently deploys seven (7) individuals (from 7:00 a.m. to 7:00 p.m., seven (7) days a week) to provide animal carcass collection throughout the City. These individuals respond to carcass collection calls that are received through the Bureau's Call Center, the City's 311 call center, Los Angeles Fire Department, Los Angeles Police Department and other sources. The City receives an average of one hundred (100) requests per day for dead animal collection. All dead animal collection calls are processed within twenty four (24) hours from the time the call is received to protect public health and safety.

The previous dead animal contract, also with West Coast Rendering Co. (C-110902), expired in November 2009, but was extended on a month-to-month basis through a Board Motion on August 10, 2009 (Transmittal No. 1). Animal carcass processing and recovery is a critical service to the City and must be retained.

RFP SELECTION AND EVALUATION PROCESS

On March 10, 2010, the Board approved Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, authorizing the Bureau to distribute a RFP to provide dead animal processing and recovery services. (Transmittal No. 2).

In response to the advertised RFP, the Bureau received one (1) proposal, on May 7, 2010, from West Coast Rendering Co. A selection committee comprised of Bureau staff reviewed, evaluated, and rated the proposal using the evaluation criteria specified in the RFP. The evaluation criteria included: technical requirements, cost terms and fees, record of past performance, facility location requirements, overall proposal responsiveness, and processing technology innovation.

West Coast Rendering Co. was deemed responsive as a result of the evaluation.

As the current provider of services for the City, West Coast Rendering Co. has demonstrated the qualifications and track record to perform the services requested. The Bureau desires to retain this contractor to continue to provide dead animal processing and recovery services for the City. Furthermore, as requested in the RFP, West Coast Rendering Co. is offering to test out an innovative processing technology for dead animals that will increase the end-product recovery rate. This process requires the addition of limited quantities of other organic materials such as food scrap and yard trimmings to the dead animal feed source.

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Proposed Pricing Methods

West Coast Rendering Co. proposes three (3) pricing structures for two (2) distinct commodities, one for the disposal and rendering services of animal carcasses at \$190.00 per ton delivered by the City, a second for large animal carcasses that the City is unable to collect and that require a special pickup by the contractor at \$200 per pickup, and a third for the pilot recycling of commingled food scrap/yard trimmings at \$50.00 per ton delivered by the City as part of an innovative processing technology to increase recovery rates. After a review of the tonnage levels of dead animal carcasses for the most recent twelve (12) month period, it has been determined that the average monthly tonnage during this period of time is approximately thirty (30) tons, which equates to \$5,700.00 per month under these pricing structures.

Pricing at these rates will result in a monthly decrease of approximately \$300.00 per month from the prior contractual rate, which also used an average monthly tonnage of thirty (30) tons as the basis for establishing the prior contractual pricing structure. The current price reduction has been negotiated with the contractor's understanding of the City's current fiscal situation and their willingness to work in lowering their contractual rate to the City during this difficult economic situation. These pricing structures will be in effect for the entire term of the contract.

Although the proposal included thermal hydrolysis and incineration as alternatives to rendering, West Coast Rendering Co. was unable to obtain financing for these two alternative disposal options in time to meet the City's need for services. West Coast Rendering Co. will continue its attempt to explore and obtain financing for these alternative methods, which may be available in the future for use with this contract.

Summary of Contract Provisions (Scope of work)

West Coast Rendering Co., the selected proposer, will be required to perform the following, as detailed in the proposed contract (Transmittal No. 3):

- Provide a receiving facility for City personnel to deliver animal carcasses and a limited amount of commingled food scrap/yard trimmings collected by the City;
- Process and dispose of dead animal carcasses and commingled food scrap/yard trimmings by means of rendering, hydrolysis, gasification, and/or sterilization into beneficial end products;
- Provide well-maintained facilities and equipment; and
- Comply with all Federal, State, County, and local rules, ordinances, laws, and permit terms applicable to the facility, services, and operations described in the contract.

After careful consideration, the Bureau recommends award of the contract to West Coast Rendering Co. for the provision of the dead animal processing and recovery services for the City.

Proposed Term of Contract

The term of the proposed contract shall be for five (5) years from the date of execution, with one (1) option to renew for three (3) additional years.

Estimated Annual Value of the Contract

The estimated annual value of the contract is \$75,000. The cost ceiling for this contract would be \$375,000.00 for the entire five (5) year term.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the City Administrative Office (CAO) Clearinghouse on May 26, 2008.

Charter Section 1022

The CAO determined on July 07, 2008 that it is more feasible to contract out the work than to hire additional City staff to perform these services.

MBE/WBE/OBE Subcontractor Outreach Program

The Mayor's Office of Economic Development waived the MBE/WBE/OBE Subcontractor Outreach Program requirement for this project on June 4, 2008 (Transmittal No. 4). Therefore, this contract is exempt from the MBE/WBE/OBE Subcontractor Outreach Program. However, West Coast Rendering is encouraged to utilize MBE and WBE subcontractors whenever possible.

Other City Requirements

West Coast Rendering Co. shall comply with all City requirements, including the following:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Insurance and Performance Bond Requirements
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Equal Benefits Ordinance
- Living Wage and Service Contractor Worker Retention Ordinances
- Slavery Disclosure Ordinance
- Los Angeles Residence Information
- Contract History
- Municipal Lobbying Ordinance
- Americans with Disabilities Ordinance
- Non-Collusion Affidavit

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Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Early Payment Discount Per Council File No. 99-1128

West Coast Rendering Co. has agreed to offer the City early payment discount terms of one percent (1%), for net thirty (30) day invoices. This discount is to be applied to invoice payments made by the City within thirty (30) days from the date the City receives the invoice, for services to be provided herein.

Project Administrator

The Bureau of Sanitation's Solid Resources Support Services Division is responsible for managing this contract.

Headquarters and Workforce Information

The headquarters for West Coast Rendering, Co., is located at 4105 Bandini Boulevard, Vernon, CA 90023. Twenty-four percent (24%) of its employees (9 of 38) reside within the City of Los Angeles limits.

City Attorney Review

The City Attorney's Office reviewed the attached contract and approved it as to form.

STATUS OF FINANCING

Funding for this contract in the amount of \$225,000 is included in the Bureau's annual \$64M budget for tip fees and is available from Department 50, Fund 508 (Solid Resources Revenue Fund), Account G282 (Sanitation Expense and Equipment). As a component of the Bureau's annual tip fee budget, this funding is included in the Bureau's proposed budget for FY 11/12. Funding for future years is expected to be provided via the City's Annual Budget Process.

BUREAU OF SANITATION
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Respectfully submitted,




ENRIQUE C. ZALDÍVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



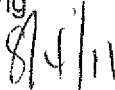
HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting

Date: _____



Prepared by:
Nat Isaac, SRSSD
213-485-3593



BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
August 19, 2011

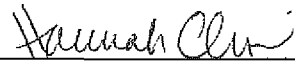
PAGE 6

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation


JOHN L. REAMER, JR., Director
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting

Date: _____



Prepared by:
Nat Isaac, SRSSD
213-485-3593



TRANSMITTAL 1

For the Board Meeting of August 10, 2009

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

CD: All

AUG 10 2009

MOTION
Secretary


On December 1, 2006, the City of Los Angeles entered into Contract Agreement No. C110902 with West Coast Rendering for the processing and disposal of animal carcasses for the Bureau of Sanitation (Bureau) Dead Animal Collection (DAC) truck fleet. Said Contract will expire on November 30, 2009.

The Bureau is in the process of finalizing a Request for Proposals (RFP) to provide animal carcass processing and recovery services for the Bureau's DAC truck fleet. Once the RFP is finalized, the Bureau will request approval from the Board to release the RFP and negotiate a contract with the best and most responsive bidder(s).

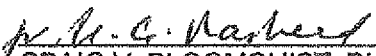
West Coast Rendering has satisfactorily performed animal carcass processing and recovery services with the City for over 30 years and the City desires to retain the services of West Coast Rendering until a new contract is executed. The City needs to extend the existing Contract No. C-110902 with West Coast Rendering on a month-to-month basis until a new contract is fully executed. No increase in the ceiling amount of Contract No. C-110902 is necessary to continue animal carcass processing and recovery services until a new contract is executed. Funding for the extension of Contract No C-110902 for FY 2009-10 in the amount of \$225,200 is identified in Fund 100, Dept. No. 82 Account No. 6020. Extending this contract will have no impact on the General Fund because funds are currently available in the 2009-2010 budget. The funding source is Fund 508, Solid Waste Revenue Fund. Any additional funding will be addressed in the budget process for fiscal year 2010-2011.

IT IS THEREFORE MOVED, that the Board of Public Works approve the extension of Contract No. C-110902 on a month-to-month basis and authorize the Office of Accounting to disburse funds from Fund 100, Dept. No. 82, Account No. 6020. The funding source for this is Fund 508, Solid Waste Revenue Fund.

Respectfully submitted,


 Enrique C. Zaldivar, Director
Bureau of Sanitation

Statement as to funds approved by:


 CRAIG V. BLOOMQUIST, Director
 Office of Accounting
 Date 8/5/09

 Prepared by Nat Isaac
 213-485-3593

TRANSMITTAL 2

DEPARTMENT OF PUBLIC WORKS.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
March 10, 2010

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

MAR 10 2010


Secretary

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO
NEGOTIATE A CONTRACT FOR DEAD ANIMAL PROCESSING AND RECOVERY
SERVICES

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (BOS) to:

1. Distribute and advertise the transmitted RFP for dead animal processing and recovery services.
2. Evaluate the proposals submitted and select the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTALS

1. Copy of the RFP for dead animal processing and recovery services.
2. Copy of the MBE/WBE/OBE Outreach Program Waiver issued by the Mayor's Office of Economic Development on June 4, 2008.
3. Mailing list of potential proposers.
4. Motion (month to month).

DISCUSSION

Background

The City of Los Angeles (City) provides curbside collection of dead animals for approximately 4 million residents, several City animal shelters, public streets, individual residences, public parks, City-operated beaches, City-maintained public properties, and several Los Angeles police stations. The City began collection service in 1888 by contracting out to private individuals who charged the City per head of dead animals collected.

The main disposal method at the time was landfill burial and/or open-air incineration. The City took over the collection of dead animals in the early 1900s and continued this landfill disposal method until the late 1960s. In 1972, the City began to dispose of dead animals at a rendering facility.

BOS employs a full-time crew of 12 Refuse Collection Truck Operators to provide dead animal collection from 6 a.m. to 6 p.m., seven (7) days a week. These operators respond to calls for dead animal collection service from the BOS Call Center, the 311 number, the Los Angeles Fire Department, the Los Angeles Police Department and the District Yards. The City receives an average of 100 requests for dead animal collection per day. As a matter of protocol, the City processes all dead animal collection calls within 24 hours of request. The City collects approximately 30 tons of dead animals each month, which includes dogs, cats, birds, squirrels, and small domestic animals. In addition, the City occasionally collects police horses, seals, and mountain lions in the event no other method of collection is available. In the best interest of public health and safety, the City must continue to provide this service to City residents. Dead Animal Processing Services are presently being provide by West Coast Rendering located in Vernon, CA under Personal Services Contract No. 110902. This contract expired on November 30, 2009. On August 10, 2009, the Board of Public Works adopted a motion to extend this contract on a month-to-month basis until the new contract is in effect.

Scope of Services

The contractor(s) must provide a location(s) for City staff to deliver the collected animal carcasses. City staff will use City vehicles to collect and deliver the carcasses to the receiving locations. The contractor(s) must process and recover the dead animals in accordance with applicable laws, rules, regulations, and permit conditions of federal, state, and local agencies.

Request for Proposals

The City seeks to solicit proposals from potential contractors to provide dead animal processing and recovery services. The contractor(s) must demonstrate reliability and adherence to public safety in its operation of an animal carcass processing and recovery service.

Rationale for using an RFP

The RFP process is being used instead of the bid process in order to solicit the best available specialized and certified services at the most competitive price. The review committee will entertain all proposals in order to determine which proposal(s) will bring the greatest benefit to the City.

Selection Process and Evaluation Criteria

The RFP will be mailed to firms listed in Transmittal No. 3. BOS will form a selection committee of City employees to rate the proposals. BOS will then negotiate a contract with the best-qualified proposer(s) and return with a recommendation for the Board to review the contract and forward it to Mayor and Council for approval.

Each proposal will be reviewed and ranked based on the following criteria:

EVALUATION CRITERIA	Point Value Range
1. Technical Requirements	0 – 15
2. Cost Terms & Fees	0 – 40
3. Record of Past Performance	0 – 15
4. Facility Location Requirements	0 – 15
5. Overall Proposal Responsiveness	0 – 5
6. Innovative Type of Processing Technology	0 – 10
Total Score (Maximum)	100

Proposed Term of Contract

The contract will be for five (5) years, with one (1) option to renew for three (3) additional years.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE/WBE/OBE Subcontractor Outreach Program is not applicable for this contract. One June 4, 2008, a waiver was granted exempting this contract from the MBE/WBE/OBE Subcontractor Outreach Program requirements.

World Wide Web

The RFP will be posted on the City's World Wide Web Site at www.labavn.org in compliance with City Council Motion 95-1060-S2.

Newspaper Announcement

Upon authorization from the Board, this RFP will be advertised in local newspaper(s).

Compliance with Board RFP Policy

As per Board policy, this RFP will be delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Requirements

Proposers shall be required to comply with all of the City's requirements including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action Program
- Insurance Requirements
- Performance Bond Policy
- Child Support Obligations Policy

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- Living Wage and Service Contractor Worker Retention Ordinances
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance

- Municipal Lobbying Ordinance
- Americans with Disabilities Act
- Signed Statement (Genuine Proposal)/Non-Collusion Affidavit
- Headquarters and Work Force Information
- Los Angeles Residence Information
- Contract History
- Non-Collusion Affidavit

The selected contractor will also be required to obtain a Business Tax Registration Certificate (BTRC). Attachments and forms pertaining to these requirements are included in the RFP.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on May 29, 2008.

Charter Section 1022

A Charter Section 1022 determination was requested for these specific services on June 11, 2008. On July 7, 2008, the Personnel Department determined that City staff cannot perform this type of service.

Contractors Responsibility Ordinance

The best qualified proposer will be subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Personal Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration of the Department of Public Works upon completion of these contracts.

Contract Administration

The responsibility for the administration and management of this contract will rest with the Bureau of Sanitation's Solid Resources Support Services Division (SRSSD).

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Status of Financing

The estimated value of the dead animal contract over the five-year term is five hundred thousand dollars (\$500,000). Expenses will be paid from the Solid Resources Reserve Fund. There is no impact to the General Fund.

FUTURE ACTION

A selection panel will evaluate the proposals received. After evaluation, semifinalists will be selected, interviewed and ranked. BOS will negotiate a personal services contract(s) with the most qualified proposer(s) to provide the required services stated in the RFP.


Subsequent to the negotiation of the contract, BOS will request the Board, Mayor, and City Council for authority to award and execute a contract(s) to the most qualified proposer(s).

Respectfully Submitted,



ENRIQUE C. VALDIVAR, Director
Bureau of Sanitation


COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Date: _____

Prepared by:
Nat Issac, SRSSD
(213)485-3593



JOHN L. REAMER, Jr., Director
Bureau of Contract Administration

CONTRACT NO. C - [_____]

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
WEST COAST RENDERING CO.**

**FOR DEAD ANIMAL PROCESSING AND RECOVERY
SERVICES**



**City of Los Angeles
Department of Public Works
Bureau of Sanitation**

**Enrique C. Zaldivar, Director
Alexander E. Helou, Assistant Director**

**Solid Resources Support Services Division
Javier L. Polanco, P.E., Acting Division Manager**

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WEST COAST
RENDERING CO. FOR DEAD ANIMAL PROCESSING AND RECOVERY
SERVICES

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WEST
COAST RENDERING CO. FOR DEAD ANIMAL PROCESSING AND RECOVERY
SERVICES

THIS AGREEMENT is made and entered into 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 "CITY") and West Coast Rendering Co. (hereinafter referred to as the "CONTRACTOR"), and is set forth as follows:

WITNESSETH

WHEREAS, the City of Los Angeles (CITY), Bureau of Sanitation provides curbside collection of dead animals from 3.8 million residents, several CITY animal shelters, public streets, individual residences, and public parks; and

WHEREAS, disposal services are required for the sanitary disposal of animal carcasses; and

WHEREAS, on March 10, 2010, the CITY issued a Request for Proposal (RFP) for dead animal processing and recovery services; and

WHEREAS, on May 7, 2010, a single (1) proposal was submitted and deemed responsive; and

WHEREAS, West Coast Rendering Co. (CONTRACTOR) was deemed to be a qualified respondent; and

WHEREAS, the CONTRACTOR has demonstrated qualifications to perform said services; and

WHEREAS, the implementation of the services defined herein is critical and these services must be retained in the interest of public health and safety; and

WHEREAS, the CITY desires to encourage the use of innovative technologies to improve environmental benefits to Los Angeles such as through higher end-product recovery rates, lower greenhouse gas emissions, and energy recovery processes; and

WHEREAS, the CITY desires to retain the CONTRACTOR for a period of 5 years with an option to renew for 3 additional years to provide the required professional and technical services defined herein;

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

ARTICLE 1 – SECTION HEADINGS

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 AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word “CONTRACTOR” herein in this AGREEMENT includes the party or parties identified in the AGREEMENT. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT	This AGREEMENT or CONTRACT.
APPLICABLE LAW	All statutes, rules, regulations, permits, requirements or orders of the United States, State of California, CITY, County of Los Angeles, and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the FACILITY, the FACILITY LOCATION, or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAY	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight

CERTIFIED WEIGH STATION

A facility operating a weigh scale for large vehicles that is in compliance with the Weight and Measure laws in the California Business and Professions Code, and operated by a licensed weigh master. The facility scale shall also bear a seal of approval by a county sealer of weights and measures under the supervision and direction of the Secretary of Food and Agriculture.

CITY

The City of Los Angeles, Board of Public Works or its subordinate Bureaus. 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 such as the CITY PROJECT MANAGER in manners concerning this agreement.

CITY PROJECT MANAGER The Solid Resources Support Services Division
Manager for the CITY or his or her designee.

COLLECTED MATERIALS Dead animal carcasses and/or commingled food
scraps/yard trimmings that are delivered to the
FACILITY by CITY-owned vehicles or vehicles
approved by the CITY PROJECT MANAGER for
collection of LARGE CARCASSES as delivered by
the CONTRACTOR on behalf of the CITY.

CONTAMINATION All materials delivered with COLLECTED
MATERIALS that do not constitute dead animals or
commingled food scrap/yard trimmings.

CONTRACT This CONTRACT or AGREEMENT.

CONTRACTOR West Coast Rendering Co.

CONTRACTOR'S PROJECT
MANAGER An appointed representative from West Coast
Rendering Co. authorized to act on behalf of the
CONTRACTOR'S interest as set forth in ARTICLE
4, Section 4.2.

DISPOSAL	The transfer of any COLLECTED MATERIALS from the FACILITY to other locations for further PROCESSING and/or permanent storage.
LARGE CARCASSES	Animal carcasses (i.e. – horses, cows, deer, etc.) that exceed the capacity of the CITY’s collection vehicles and equipment requiring the services of the CONTRACTOR for collection.
FACILITY/FACILITY LOCATION	The receiving area of CONTRACTOR, located at 4105 Bandini Boulevard, Vernon, California 90058
MONITORING	The observing, documenting, and reporting of all PROJECT-related activities as defined in ARTICLE 4.
PROCESSING	The conversion of COLLECTED MATERIALS into a beneficial product as stated in ARTICLE 4, Section 4.6.
PROJECT	The receiving and processing of COLLECTED MATERIALS in accordance with all applicable permits and environmental laws as specified in ARTICLE 3.

SANITATION Bureau of Sanitation, Department of Public Works,
City of Los Angeles.

TON 2,000 pounds

WEIGHT TICKET Receipt for COLLECTED MATERIALS weighed
at CONTRACTOR'S CERTIFIED WEIGH
STATION.

ARTICLE 3 – PROJECT DESCRIPTION

The PROJECT shall consist of the following:

- 3.1 The CONTRACTOR shall provide the FACILITY for CITY personnel to deliver COLLECTED MATERIALS.
- 3.2 CITY staff, in CITY vehicles, will collect and deliver COLLECTED MATERIALS from the CITY to the FACILITY. Alternatively, with approval from the CITY PROJECT MANAGER, the CONTRACTOR will collect and deliver LARGE CARCASSES to the FACILITY.

3.3 The CONTRACTOR is responsible for PROCESSING and DISPOSAL of the COLLECTED MATERIALS in accordance with APPLICABLE LAWS, rules, regulations, and permit conditions of federal, state, and local agencies.

ARTICLE 4 – RESPONSIBILITIES AND TASKS TO BE PERFORMED BY THE CONTRACTOR

4.1 The CONTRACTOR shall perform work with a degree of skill and diligence normally employed by contractors performing the same or similar services.

4.2 The CONTRACTOR shall appoint a project manager to coordinate and supervise the work to be performed under the terms of this AGREEMENT (hereinafter referred to as the “CONTRACTOR’S PROJECT MANAGER”). The CONTRACTOR’S PROJECT MANAGER shall have full authority to act on behalf of the CONTRACTOR at all times to carry out the provisions of this AGREEMENT. In the event of a substitution of CONTRACTOR’S PROJECT MANAGER, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER in writing of this substitution.

4.3 The CONTRACTOR shall provide the FACILITY for CITY collection vehicles to drop off COLLECTED MATERIALS.

- 4.4 The CONTRACTOR shall issue WEIGHT TICKETS via the CONTRACTOR'S CERTIFIED WEIGH STATION, to all CITY personnel who deliver COLLECTED MATERIALS with a CITY collection vehicle, immediately after the delivery is completed. WEIGHT TICKETS shall include the following information: Date, Ticket Number, Vehicle ID Number, Gross weight, Tare weight, Net weight, Load Type, and a barcode label containing all the aforementioned information. WEIGHT TICKETS will be used to calculate monthly invoice payments. The CITY will not pay for those loads that do not have a receipt signed by CITY personnel who deliver COLLECTED MATERIALS.
- 4.5 The CONTRACTOR shall provide onsite receiving and washout areas for CITY collection vehicles.
- 4.6 The CONTRACTOR shall process COLLECTED MATERIALS by means of rendering, thermal hydrolysis process, sterilization, gasification, or any new technology, and/or a combination thereof into beneficial end products.
- 4.7 The CONTRACTOR shall take possession and assume sole responsibility for storage, PROCESSING, and disposal of all COLLECTED MATERIALS received from the CITY, and for all LARGE CARCASSES collected on behalf of the CITY, and shall also provide for the loading, transport, and disposal of any and all

process end-products or residue to landfill or other legitimate end points, at no cost to the CITY.

4.8 The CONTRACTOR shall accept deliveries of COLLECTED MATERIALS, collected by the CITY, Monday through Sunday, every CALENDAR DAY, between the hours of 7:00 a.m. and 7:00 p.m.

4.9 The CONTRACTOR shall be responsible for providing and maintaining all necessary equipment at its FACILITY.

4.10 The CONTRACTOR shall employ staff, equipment, materials, supplies, and services to operate, maintain, and manage the FACILITY LOCATION in accordance with generally accepted skills and practices of similar facilities.

4.11 The CONTRACTOR agrees that the FACILITY LOCATION, and equipment used for the performance of this AGREEMENT, is subject to reasonable inspections, during normal working hours, by CITY personnel or its agents without prior notice. Said inspections shall be for the purpose of ensuring compliance with the terms of this AGREEMENT and APPLICABLE LAWS, rules and regulations. CONTRACTOR must always accompany CITY personnel while on-site.

The CITY shall also have the right, at its expense, to station its representative at any motor vehicle scale, or the scale house at the FACILITY LOCATION, to monitor weighing operations, and to verify recorded tare weights of CITY delivery vehicles and inspect scale accuracy.

4.12 The CONTRACTOR shall be responsible for maintaining sufficient rendering processing capacity to accommodate the demands of this AGREEMENT. The CONTRACTOR'S batch rendering system has a processing rate of approximately 9,000 pounds per batch, with each batch requiring approximately three (3) hours to process. CONTRACTOR agrees to accept all COLLECTED MATERIALS but reserves the right to reject such loads if they contain 10% or more by weight of CONTAMINATION.

4.13 The CONTRACTOR certifies that all PROCESSING and DISPOSAL utilized at its FACILITY LOCATION will comply with applicable local, state, and federal

laws, rules, regulations, and pronouncements. The CONTRACTOR further certifies that all finished products of which dead animal carcasses is a component will meet all applicable local, state, and federal specifications.

The CITY will not be held responsible for, and disclaims any resulting liability thereof, for the CONTRACTOR'S failure to comply with applicable local, state, and federal laws, rules, regulations, and pronouncements, the result of which is not, in whole or in part, due to the negligence or willful misconduct of the CITY, its agents, or employees.

- 4.14 No later than thirty (30) days after the conclusion of each calendar month, the CONTRACTOR shall submit a report on compact disc, email, or other electronic format acceptable to the CITY, providing the CITY with a monthly record of all deliveries, which shall be used as the basis for determining payment (ARTICLE 8, Section 8.8). Monthly reports submitted to the CITY PROJECT MANAGER must contain the following information:
- A. Name of FACILITY LOCATION where the CITY load was received.
 - B. CITY Collection Truck Number (full five digits) of all CITY vehicles depositing COLLECTED MATERIALS.
 - C. WEIGHT TICKET(s) information: for all CITY vehicles depositing COLLECTED MATERIALS, including ticket number, date, vehicle number, gross weight, tare weight, net weight, and driver's signature (unless approved by PROJECT MANAGER).

D. Total number of loads received per month

E. Total number of load types received per month

F. Total monthly tonnage of COLLECTED MATERIALS received at the FACILITY LOCATION by type.

Formatted: Bullets and Numbering

The CITY shall not be required to pay CONTRACTOR for COLLECTED MATERIALS delivered by CITY vehicles for which CONTRACTOR does not provide the above information. After receipt of the data in an electronic database, CITY shall pay CONTRACTOR for the COLLECTED MATERIALS delivered corresponding to the data.

4.15 The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or after the expiration date of this AGREEMENT, 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 AGREEMENT or within the three (3) years following final payment made by the CITY hereunder or the expiration date of this AGREEMENT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this AGREEMENT. Any subcontract entered into by CONTRACTOR, to the extent

allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT.

- 4.16 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 the CITY (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 labor-related expenditures.

ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY PROJECT MANAGER, as designated, will be an authorized representative on all matters within the scope of work and the maximum obligation of this CONTRACT, as set forth herein. The CITY PROJECT MANAGER'S authority shall extend to authorizing modifications to this AGREEMENT as mutually agreed upon in writing.

- 5.1 The CITY shall not guarantee any daily minimum tonnage of COLLECTED MATERIALS. Both the CONTRACTOR and the CITY acknowledge that there will be daily, monthly, and/or seasonal fluctuations.
- 5.2 The CITY or its agents shall be responsible for delivering or cause to be delivered COLLECTED MATERIALS collected by the CITY to the receiving FACILITY LOCATION.
- 5.3 The CITY shall perform all of its duties hereunder in compliance with all APPLICABLE LAWS and regulations, including the CONTRACTOR'S site rules.

ARTICLE 6 – SUSPENSION AND TERMINATION

Either party may terminate this CONTRACT in whole or in part subject to the following limitations:

- 6.1 EVENTS OF DEFAULT by the CONTRACTOR
- EVENTS OF DEFAULT by the CONTRACTOR shall include but not be limited to:
- (i) The filing of an involuntary petition in bankruptcy without the consent of the CONTRACTOR, which is not dismissed within ninety (90) CALENDAR DAYS of the filing date, under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or

similar law; or the filing of a voluntary petition of bankruptcy by the CONTRACTOR, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the appointing of a receiver, liquidator, trustee or a similar official of the CONTRACTOR;

- (ii) Material inaccuracy of any warranty or representation made herein by the CONTRACTOR which impairs the CONTRACTOR'S ability to perform hereunder;
- (iii) Failure to maintain control of the FACILITY LOCATION through a lease, ownership, or other AGREEMENT;
- (iv) Failure to obtain or maintain all applicable licenses, permits, and approvals;
- (v) Failure to accept COLLECTED MATERIALS collected by the CITY with less than 10% by weight of CONTAMINATION;
- (vi) Failure to maintain the insurance or self insurance, and performance bond, required by the provisions of ARTICLE 10, hereof;
- (vii) Failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT;

- (viii) Failure to properly operate and maintain the FACILITY in accordance with APPLICABLE LAWS and regulations including but not limited to the local Department of Health Agricultural Commission, local Planning Commission, and State of California;
- (ix) Failure to submit accurate monthly summary reports with the monthly invoice;
- (x) Failure to submit weight receipts for processed COLLECTED MATERIALS.
- (xi) Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY's lobbying policies;

6.2 EVENTS OF DEFAULT by the CITY:

EVENTS OF DEFAULT by the CITY shall be:

- (i) Failure of the CITY to pay the approved invoice(s) defined in ARTICLE 8, Section 8.2 as specified in ARTICLE 8, Section 8.9, hereto;

- (ii) Repeated and continued failure by CITY truck operators to comply with operating procedures at the FACILITY.

The foregoing shall not constitute an EVENT OF DEFAULT unless:

- A. The CONTRACTOR has given prior written notice to the CITY stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an EVENT OF DEFAULT on the part of the CITY and which will, in the CONTRACTOR'S opinion, give the CONTRACTOR a right to terminate this AGREEMENT for cause under ARTICLE 6, Section 6.3; provided, that failure by the CONTRACTOR to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and
- B. The CITY has not corrected or, in the case of (i) diligently takes steps to correct such failure, refusal, or EVENT OF DEFAULT within a reasonable period of time, but not more than thirty (30) days, from receipt of the notice given pursuant to subsection (A) of ARTICLE 6, Section 6.2, hereof.

6.3 Termination of AGREEMENT for an EVENT OF DEFAULT:

Either party may terminate this AGREEMENT, in whole or in part, in writing, in the EVENT OF DEFAULT by the other party. However, no such termination, except termination for the bankruptcy or insolvency of the of the CONTRACTOR described in item (i) of ARTICLE 6, Section 6.1, hereof, or the failure of the CONTRACTOR to provide insurance coverage described in item (vii) of ARTICLE 6, Section 6.1, hereof, may be effected unless the other party is given:

- (i) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, which notice may be given at the same time as notice pursuant to subsection (A) of ARTICLE 6, Section 6.2.; and
- (ii) an opportunity for consultation with the terminating party before termination; and
- (iii) In the event the CITY seeks termination, a hearing before the BOARD if requested by the CONTRACTOR in writing addressed to the BOARD and made within thirty (30) CALENDAR DAYS of the date of the CITY's written notice of intent to terminate. If the BOARD does not receive a written request for a hearing within such time, termination shall be deemed final as of the date specified in the written notice of intent to terminate. If the BOARD receives a written request for a hearing within such time, the BOARD shall hold a hearing as expeditiously as possible,

but in no event later than forty-five (45) CALENDAR DAYS following receipt of the notice described in item (i) above. If the BOARD affirms the termination, termination shall be effective 15 days from the date of the BOARD's decision, whether written or oral, or such later time as the BOARD sets for the date of termination.

6.4 Limitation of Damages

If this CONTRACT is terminated by either party for any reason, or if either party is found to be in default of its obligations under said CONTRACT, the other party shall be entitled to such damages as may be demonstrated, but in no event shall any party be responsible for damages to any other party in a total amount in excess of one hundred thousand dollars (\$100,000.00); provided, this one hundred thousand dollar (\$100,000.00) limit shall not apply to all amounts owed by the CITY to the CONTRACTOR for services rendered up until the effective date of such termination.

6.5 Termination for Convenience

This CONTRACT 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.

6.6 Upon receipt of a termination action under Article 8, the CONTRACTOR shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, 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.

6.7 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 CONTRACT.

Upon termination under Articles 6 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

6.8 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, adjustment of the CONTRACT price shall be made as provided in Section 8 of this article.

- 6.9 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 CONTRACT.

ARTICLE 7 – SUBCONTRACTORS’ APPROVAL

All subcontracts in excess of \$10,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subcontract’s name and dollar amount of each subcontract. Wholly owned subsidiaries of the CONTRACTOR shall not be considered sub-contractors.

ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT

8.1 Compensation

For and in consideration of the services performed by the CONTRACTOR, the CITY shall compensate the CONTRACTOR on a flat fee basis for or on a cost-per-ton basis, pursuant to the tasks performed by the CONTRACTOR as described in Article 4.0 herein, which shall be the sole compensation paid to the CONTRACTOR by the CITY for all services provided by the CONTRACTOR, except as otherwise agreed upon, in writing, by both parties. The CONTRACTOR

shall agree that the cost-per-ton stated to the CITY includes all its overhead, capital costs, permit fees, profit, and any and all other costs of the PROJECT.

A discount of one percent (1%) will be applied to the invoice amount for payments made to the CONTRACTOR within thirty (30) days of the date the CITY receives a properly documented invoice (as defined in ARTICLE 8, Section (8.8)).

8.2 The CONTRACTOR agrees that the cost-per-ton service fee for all services provided in this AGREEMENT shall be calculated based on the monthly COLLECTED MATERIALS tonnage received by the CONTRACTOR at the FACILITY as follows:

$$\text{Service Fee} = [T \times C]$$

where

- T = Total aggregate quantity of COLLECTED MATERIALS, in tons;
- C = Disposal Cost per ton (\$190 / ton for COLLECTED MATERIAL loads or \$50.00 / ton for separate commingled food scrap/yard trimmings loads containing no dead animals);

The CONTRACTOR agrees that the flat service fee for all LARGE CARCASS collections made by the CONTRACTOR and approved by the CITY PROJECT MANAGER shall be calculated as follows:

$$\text{Service Fee} = [B+A]$$

Where

B = Base fee of \$200.00 per collection of one LARGE CARCASS;

A = A fee of \$50.00 for each additional LARGE CARCASS collected;

- 8.3 Should the CONTRACTOR suffer substantial increased costs associated with the services it is providing pursuant to this AGREEMENT, which are outside its control, the CONTRACTOR may request an increase in the unit cost paid by the CITY based on cost substantiation. The CONTRACTOR agrees to provide the CITY with substantiated written documentation supporting its request for any increase in the cost-per-ton to the CITY. The CITY shall have the right to review the documentation and either agree to pay the requested increase, a different negotiated amount, or deny the CONTRACTOR'S request. Examples of increased costs outside of the CONTRACTOR'S control include but are not limited to such items as changes in regulatory and tax requirements. Any increase

granted by the CITY shall be retroactive to the effective date of the increased cost upon a verifiable substitution as provided by the CONTRACTOR.

8.4 The CITY'S obligation to provide compensation to the CONTRACTOR under this AGREEMENT shall only be to the extent of the present CITY appropriation to fund this AGREEMENT. No action, statement or omission of any officer, agent or employee of the CITY shall impose any obligation upon the CITY, such officer, agent or employee of the CITY, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. No work shall create an immediate indebtedness nor shall indebtedness arise against the CITY for said work until and unless there is an appropriation of funds to pay for said work.

8.5 CITY shall pay the CONTRACTOR for services rendered hereunder in an amount to be calculated and described herein. Such sums shall be paid in accordance with monthly invoices prepared by the CONTRACTOR and submitted to the CITY as described in ARTICLE 8, Sections 8.8, 8.9, 8.10, and 8.11.

8.6 Invoicing

The CONTRACTOR shall submit to the CITY an original and two (2) copies of an invoice, referenced to this AGREEMENT, for services rendered for each preceding month. Invoices shall be prepared in such form and supported by

WEIGHT TICKETS and other source documents as may be reasonably required by the CITY to verify the amount of each invoice. If original WEIGHT TICKETS are unavailable, photocopies or printouts of WEIGHT TICKETS that have the driver's signature will be accepted.

8.7 The CITY shall review the CONTRACTOR'S invoice(s) and notify the CONTRACTOR in writing of exceptions or any disputed tonnage within sixty (60) days of receipt. The total invoice amount less any exceptions or disputed tonnage shall be considered approved for payment by the CITY. If the CITY does not notify the CONTRACTOR of exceptions or disputed tonnage within sixty (60) days of receipt, then the entire invoice amount shall be deemed approved for payment. The CITY shall pay the CONTRACTOR all amounts approved for payment after the CITY PROJECT MANAGER receives the CONTRACTOR'S invoices.

8.8 Invoices shall be submitted to:

CITY PROJECT MANAGER
Dead Animal Processing & Recovery Services
Solid Resources Support Services Division
Bureau of Sanitation
1149 S. Broadway Street, Suite 800
Los Angeles, CA 90015

8.9 The CITY shall not be responsible for the payment of invoices or supplemental invoices submitted to the CITY more than sixty (60) days after the date of service.

- 8.10 Should the CITY require the use of the finished product, the CONTRACTOR agrees to offer the CITY right of first refusal, based upon a negotiated price per ton.
- 8.11 COSTS INCURRED PRIOR TO FULL EXECUTION OF THIS AGREEMENT
Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after the AGREEMENT is fully executed.
- 8.12 The Cost Ceiling for this contract is in the amount of \$375,000 for the entire 5-year term of the contract. The cost ceiling will be increased to \$600,000 if the contract is renewed for an additional 3 years.
- 8.13 Late Charges: The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by CONTRACTOR from any subcontractor or supplier for any item provided under the CONTRACT.

ARTICLE 9 – AMENDMENTS, CHANGES OR MODIFICATIONS

- 9.1 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 hereto.
- 9.2 Should the CITY or its representatives request the CONTRACTOR to perform any related service that is not within the scope of ARTICLE 4 herein, the CONTRACTOR is required to perform the service, and the cost for such service shall be negotiated at the time of request.
- 9.3 Compensation for services described in ARTICLE 4 above, as well as adjustments for an overall increase in the level of effort expended by the CONTRACTOR shall not include an adjustment of the costs paid to the CONTRACTOR for services required as a result of errors, or omissions, or other problems, which are solely the fault of the CONTRACTOR.

ARTICLE 10 – INSURANCE AND BONDS

10.1 General Conditions

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 Attachment A 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 Attachment A, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 10/09, 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 Attachment A hereto. Attachment A is hereby incorporated by reference and made a part of this CONTRACT.

10.2 Performance Bond

The CONTRACTOR shall place on file with the CITY a Contract Performance Bond executed by a responsible corporate surety, authorized to issue bonds in the State of California and secured through an authorized Agent.

A Contract Performance Bond in the amount of one hundred thousand dollars (\$100,000.00) in a form acceptable to the City Attorney will be obtained.

The Bond shall remain active for the duration of this AGREEMENT and for the duration of every renewal period thereafter.

10.3 The CONTRACTOR shall satisfy all insurance and bond requirements before the CONTRACTOR receives the first delivery of COLLECTED MATERIALS. The CONTRACTOR'S failure to meet these requirements by the time the CONTRACTOR is permitted to receive its first delivery of COLLECTED MATERIALS may be considered by the CITY to constitute a material breach of this AGREEMENT.

ARTICLE 11 – INDEMNIFICATION

Except for the willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest, 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 costs 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, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage of or destruction of any property of either party hereto, or of third parties, arising in any manner by reason of negligent acts, errors, omissions, or willful misconduct incident to the performance of this AGREEMENT on the part of 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 termination or expiration of this AGREEMENT.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The 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. 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 CONTRACTOR.

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S professions, doing the same or similar work under the same or similar circumstances.

The CONTRACTOR shall be responsible for the professional quality, specifications, reports, and other services furnished by the CONTRACTOR and its subcontractors under this AGREEMENT. The CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this AGREEMENT, in accordance with this AGREEMENT.

Except as specified in ARTICLE 6 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAWS, for all damages to the CITY caused by the 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 the CITY, CITY-furnished data such as City Truck Number, Truck Tare Weights, District Location information, or any third party legally working on behalf of the CITY.

ARTICLE 14 – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AFFIRMATIVE ACTION

Nondiscrimination, Equal Employment Practices, and Affirmative Action is attached hereto as Attachment B and incorporated herein by this reference. The CONTRACTOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status, or medical condition. The CONTRACTOR shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the

filing of all forms required by said Office. Any subcontractor entered into by the CONTRACTOR, relating to the AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR to comply with this requirement or to obtain compliance of its subcontractors with 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 AGREEMENT with the CITY.

ARTICLE 15 – MINORITY, WOMEN, AND OTHER BUSINESS SUBCONTRACTOR
OUTREACH PROGRAM

The Mayor's Office has determined that the MBE/WBE/OBE Subcontractor Outreach Program does not apply to this project, due to lack of subcontracting opportunities. In the event subcontracting opportunities present themselves during the term of the existing CONTRACT and/or any future contract renewal terms, the CITY encourages the CONTRACTOR to utilize MBE/WBE/OBE subcontractors. The Good Faith Effort Waiver form is attached hereto as Attachment C.

ARTICLE 16 – 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 this AGREEMENT or any right or interest herein shall be

made without written consent of the parties to this AGREEMENT, which consent shall not be unreasonably withheld.

ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, mail, or fax. Such notices sent by mail should be sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person:

Javier L. Polanco, P.E.
Solid Resources Support Services Acting Division
Manager
1149 South Broadway Street, Suite 800
Los Angeles, CA 90015
(213) 485-3825

To the CONTRACTOR:

Contact Person:

William M. Gorman
President,
D & D Services, Inc.
dba West Coast Rendering Co.
4105 Bandini Boulevard
Vernon, CA 90058
(323) 261-2145

ARTICLE 18 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this AGREEMENT shall be five (5) years from the date of full execution. The CITY may renew the contract term for one (1) additional three (3) year term at its sole discretion. The CITY shall notify the CONTRACTOR in

writing at least twelve (12) months prior to the expiration of AGREEMENT of its intent to renew. The BOARD shall be the final authority in the renewal of this AGREEMENT.

The date of full execution is deemed to be the date when all the following events have occurred:

- A. This AGREEMENT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto;
- B. This AGREEMENT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;
- C. The Office of City Attorney has indicated in writing its approval of this AGREEMENT as to form;
- D. 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 19 – 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 20 – 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 21 – 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 22 – 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 before provided.

ARTICLE 23 – APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all 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 CONTRACT 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 CONTRACT 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 CONTRACT.

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 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATION

If applicable, the CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 et seq, of the Los Angeles Municipal Code). For the term of this AGREEMENT, the CONTRACTOR 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. The CONTRACTOR'S failure to meet this requirement may be deemed a material breach of this AGREEMENT. (Attachment D)

ARTICLE 25 -- CHILD SUPPORT ASSIGNMENT ORDERS

This AGREEMENT 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, the CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for the CONTRACTOR'S employees. The CONTRACTOR shall also certify (1) that the Principal Owner(s) of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that the 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 the CONTRACTOR will maintain such compliance throughout the term of this AGREEMENT.

Pursuant to Section 10.10 (b) of the Los Angeles Administrative Code, the failure of the 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 the 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 AGREEMENT, subjecting this AGREEMENT to termination if such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT. Failure of the CONTRACTOR to obtain compliance of its subcontractors shall constitute a

default by the 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 the CONTRACTOR by the CITY.

The 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 26 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, 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, and the Service Contractor Worker Retention Ordinance (SCRWO), 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 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 with respect to such pledges and 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. The 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 provisions of 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 or 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 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). The CONTRACTOR shall also make available to employees the forms informing them about

the EIC and forms required to secure advance EIC payments from the CONTRACTOR.
(Attachment E)

ARTICLE 27 – 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 or 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 28 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempted, this AGREEMENT is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the AGREEMENT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.

2. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of the AGREEMENT by the CITY.

3. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate, or suspend the AGREEMENT, in whole or in part and all monies due or to become due under the AGREEMENT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et. seq., Contractor Responsibility Ordinance.

5. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purposes of evading the intent of the EBO, the CITY may terminate the AGREEMENT. Violation of this provision may be used as evidence against the 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 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 Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625." (Attachment F)

ARTICLE 29 – 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 30 – 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, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties under this AGREEMENT.

ARTICLE 31 – 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 32 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR’S performance hereunder and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 33 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this AGREEMENT 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 the AGREEMENT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this AGREEMENT, the CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this AGREEMENT, including but not limited to laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to:

1. Notify the CITY within thirty (30) CALENDAR DAYS after receiving notification that any government agency has initiated an investigation that may result in a finding that the CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this AGREEMENT;
2. Notify the CITY within thirty (30) CALENDAR DAYS of all findings by a government agency or court of competent jurisdiction that the 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

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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. (Attachment G)

ARTICLE 34 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. 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. (Attachment H)

ARTICLE 35 – 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 36 – FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

ARTICLE 37 – 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 (Attachment M) if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40 shall not apply to this subsection.

IN WITNESS WHEREOF, the parties each herewith subscribe the same in quintuplicate, and this AGREEMENT is executed by the CITY of Los Angeles, acting by and through its Board of Public Works and by WEST COASTING RENDING, CO.

FOR THE CITY OF LOS ANGELES

FOR WEST COAST
RENDERING, CO.

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

By:

By:

Title: President, Board of Public Works

Title:

Date:

Date:

By:

Title: Commissioner, Board of Public Works

Date:

APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

BY

John Carvalho
Deputy City Attorney

BY

Deputy City Clerk

DATE:

DATE:

ATTACHMENTS

ATTACHMENT A – INSURANCE REQUIREMENTS

ATTACHMENT B – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION

ATTACHMENT C – MBE/WBE/OBE – SUBCONTRACTOR OUTREACH PROGRAM

ATTACHMENT D – BUSINESS TAX REGISTRATION CERTIFICATE

ATTACHMENT E – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

ATTACHMENT F – EQUAL BENEFITS ORDINANCE

ATTACHMENT G – CONTRACTOR RESPONSIBILITY ORDINANCE

ATTACHMENT H – SLAVERY DISCLOSURE ORDINANCE

ATTACHMENT I – SIGNATURE AND AUTHORITY (NON-COLLUSION AFFIDAVIT)

ATTACHMENT J – LOS ANGELES RESIDENCE INFORMATION

ATTACHMENT K – CONFLICT OF INTEREST

ATTACHMENT L – CONTRACT HISTORY

ATTACHMENT M – MUNICIPAL LOBBYING ORDINANCE

ATTACHMENT A – INSURANCE REQUIREMENTS

ATTACHMENT B – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION

ATTACHMENT C – MBE/WBE/OBE – SUBCONTRACTOR OUTREACH
PROGRAM WAIVER

ATTACHMENT D – BUSINESS TAX REGISTRATION CERTIFICATE

ATTACHMENT E – LIVING WAGE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCES

ATTACHMENT F – EQUAL BENEFITS ORDINANCE

ATTACHMENT G – CONTRACTOR RESPONSIBILITY ORDINANCE

ATTACHMENT H – SLAVERY DISCLOSURE ORDINANCE

ATTACHMENT I – SIGNATURE AND AUTHORITY (NON-COLLUSION
AFFIDAVIT)

ATTACHMENT J – LOS ANGELES RESIDENCE INFORMATION

ATTACHMENT K – CONFLICT OF INTEREST

ATTACHMENT L – CONTRACT HISTORY

ATTACHMENT M – MUNICIPAL LOBBYING ORDINANCE

ATTACHMENTS

ATTACHMENT A – INSURANCE REQUIREMENTS

ATTACHMENT B – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AFFIRMATIVE ACTION

ATTACHMENT C – MBE/WBE/OBE – SUBCONTRACTOR OUTREACH PROGRAM

ATTACHMENT D – BUSINESS TAX REGISTRATION CERTIFICATE

ATTACHMENT E – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION
ORDINANCES

ATTACHMENT F – EQUAL BENEFITS ORDINANCE

ATTACHMENT G – CONTRACTOR RESPONSIBILITY ORDINANCE

ATTACHMENT H – SLAVERY DISCLOSURE ORDINANCE

ATTACHMENT I – SIGNATURE AND AUTHORITY (NON-COLLUSION AFFIDAVIT)

ATTACHMENT J – LOS ANGELES RESIDENCE INFORMATION

ATTACHMENT K – CONFLICT OF INTEREST

ATTACHMENT L – CONTRACT HISTORY

ATTACHMENT M – MUNICIPAL LOBBYING ORDINANCE

ATTACHMENT A – INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2010

PRODUCER (661)287-4195 FAX: (661)254-5875

James G Parker Insurance Associates
License #0554959

27200 Tourney Rd #350

Valencia CA 91355

INSURED

D & D Services Inc,
DBA: West Coast Rendering

PO Box 55338

Valencia CA 91355

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Everest National

10120

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7600001653101	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: RFP - Disposal Services - Dead Animal Carcasses Waiver of Subrogation applies per form WC040306 to follow from company.

*10 day notice to insured of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Los Angeles
Dept. of Public Works
Bureau of Sanitation
1149 S. Broadway,
9th Floor
Los Angeles, CA 90015

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Parker III/KFL



ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
8/2/2010

PRODUCER (661)287-4195 FAX: (661)254-5875 James G Parker Insurance Associates License #0554959 27200 Tourney Rd #350 Valencia CA 91355	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED D & D Services Inc, DBA: West Coast Rendering P O Box 55338 Valencia CA 91355	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: MARKEL INS CO</td> <td></td> </tr> <tr> <td>INSURER B: General Ins Company of</td> <td>24732</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: MARKEL INS CO		INSURER B: General Ins Company of	24732	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: MARKEL INS CO													
INSURER B: General Ins Company of	24732												
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	8521RS0056401	2/28/2010	2/28/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/>	CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	24CC2772861	2/28/2010	2/28/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS					
<input type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		DEDUCTIBLE				AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: RFP - Disposal Services - Dead Animal Carcasses

Certificate Holder is named as an Additional Insured with respects to General Liability. *Ten day notice of cancellation IF cancelled for non payment of premium

CERTIFICATE HOLDER City of Los Angeles Dept of Public works Bureau of Sanitation 1149 S Broadway, 9th Floor Los Angeles, CA 90015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James Parker III/KFL
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Additional Named Insureds

Other Named Insureds

D & D Cremation	Insured Multiple Names
D & D Disposal	Insured Multiple Names
West Coast Recycling	Insured Multiple Names
West Coast Rendering	Insured Multiple Names

ADDITIONAL COVERAGES

Ref #	Description Medical Expense	Coverage Code MEDEX	Form No.	Edition Date
Limit 1 1,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 60,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Required Insurance and Minimum Limits

Name: Request for Proposal Date: 11/03/2008

Agreement/Reference: Recovery Services - Deceased Animal Carcasses and Organic Wastes

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 - Workers' Compensation (WC) and Employer's Liability (EL)

	WC	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City
 Longshore & Harbor Workers
 Jones Act

General Liability Per occurrence \$1,000,000

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) _____

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> Replace cost of prop. damage

___ **Pollution Liability** _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

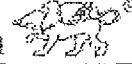
___ **Crime Insurance** _____

Other: All limits stated are on a per occurrence basis.
Provided to Yolanda Basoco

PLEASE DETACH PORTION FOR PRINCIPAL'S RECORD AS EVIDENCE OF CONTINUATION FOR THE BOND

CONTINUATION CERTIFICATE

U.S. Specialty Insurance Company
601 S. Figueroa Street, Suite 1600, Los Angeles, CA 90017-5721



Bond Number	Bond Description	Bond Amount	Effective Date	Expiration Date
244138	739 CONTRACT	\$100,000.00	12/01/2009	12/01/2010

Obligee:

BUREAU OF SANITATION
1149 BROADWAY, SUITE 800
LOS ANGELES CA 90015

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Principal:

D & D SERVICES, INC.
WEST COAST RENDERING CO.
4105 BANDINI BLVD
VERNON CA 90023

Agent:

ALLIANT INSURANCE SERVICES INC
735 E. CARNEGIE DRIVE #200
SAN BERNARDINO CA 92408



ATTACHMENT B – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AFFIRMATIVE ACTION

CITY OF LOS ANGELES

Awarding Dept: SANITATION, SRSSD
Dept. Contact: MAT ISAAC 213-485-3591
MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that WILLIAM M. GORMAN, PRES. is hereby
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

4105 BANDINI BLVD., VERNON, CA 90058
WORK ADDRESS TELEPHONE
(323) 261-4176

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

WEST COAST FENDERING CO.
COMPANY NAME
4105 BANDINI BL.
ADDRESS
VERNON, LA, CA 90058
CITY, COUNTY, STATE, ZIP

William M. Gorman
AUTHORIZED SIGNATURE
WILLIAM M. GORMAN, Pres.
NAME AND TITLE (TYPE OR PRINT)
323-261-4176 5/6/10
TELEPHONE DATE



PRIME SUB BCA Form (6/08)

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor D+D/WEST COAST RENDERING CO.

Project Title DEAD ANIMALS

Length of Contract _____

Contractor Address 4105 BANDING BL

Work Force as of (Date) 6-1-2010

(If you have no employees, write "no employee at this time.")

(Notes: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

FOR CONSTRUCTION PROJECTS (L.A. County Only)

CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER			
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
Brick Layers																									
Carpenters																									
Electricians																									
Gunite Workers																									
Iron Worker																									
Laborers																									
Operator Engineers																									
Painters																									
Pipe Trades																									
Plasters / Cement Masons																									
Sheet Metal Workers																									
Teamsters																									
Clerical																									
Supervisory																									
TOTAL																									

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers			3						2		5		60%		4	1
Professionals																
Technicians			11								11		100%		11	
Sales Workers																
Office / Clerical						1					1		100%		1	
Semi-Skilled																
Laborers (Unskilled)			5								5		100%		5	
Service Workers			11						5		16		69%		15	1
TOTAL			30			1			7		37	1	81%	100%	35	3

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the 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, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The 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 Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the 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. Such 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 Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles 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 Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request 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. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted 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 as:
 - 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 like 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The 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 Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their 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 contract. Such 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 Board of Public Works, Office of Contract Compliance. 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two 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 the contractor has been guilty of a 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 the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles 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 Office of Contract Compliance and provide to the awarding authorities 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. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award 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. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or 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.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance 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.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. 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 or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- a. Recruit and make efforts to obtain such employees through:
 - (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
 - (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (3) Encouraging present minority, women and other employees to refer their friends and relatives.
 - (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (5) Validating all job specifications, selection requirements, tests, etc.
 - (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 - (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance 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 nondiscriminatory 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 such 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 obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
- 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said 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. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
- 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
- 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
- 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
- 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
- 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
- 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
- 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
- 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
- 14. All contractors subject to the provisions of this section shall include a like 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

5/6/10
DATE

WEST COAST RENDERING CO.
FIRM NAME

William M. Gorman
OFFICER'S SIGNATURES

WILLIAM M. GORMAN, PRES.
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

ATTACHMENT C – MBE/WBE/OBE – SUBCONTRACTOR OUTREACH PROGRAM
WAIVER

MAYOR'S OFFICE
LA CITY SANITATION DEP

Fax: 213-978-0780
Fax: 213-485-2961

Jun 5 11:07
Jun 2 2008 14:56

P.01
P.02

City of Los Angeles

DATE: 30 May 08
TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: LINDA SMITH Fax No. 213-978-0850
FROM: Jorge Santesteban, Division Manager, DPW, Bureau of Sanitation
Phone: 213-483-3637 Fax: 213-485-2961

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO. _____
In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other Business Enterprises (MBE/WBE/OBE) Program, please fill out the following:

- Title of Project: Disposal Services for Deceased Animal Carcasses
- This project will be advertised as an: RFP RFP RFQ Other
- Type of Contract: Procurement Personal Services Construction
- Projected total amount of the contract: \$100,000/yr Estimated duration of project: 3 years + 3 years
- Significant Dates:
Estimated date of pre-bid or job walk meeting: TBD
Estimated date that bids or proposals are due: TBD
- Recommendations:
MBE/WBE/OBE encouragement: Yes
Justify why encouragement:
 Technical Requirement Lack of available subcontractors - *not sufficient by facts.*
 Lack of available subcontract sub-supply opportunities One product single point of distribution
- Other: See Attachment I
- MBE/WBE/OBE Good Faith Effort required: No
- Is this a: New Contract Renewal Other
- Name of previous contractor: West Coast Rendering Length of previous contract: 3 yrs Value of previous contract: 100,000/yr

TO: DPW, Bureau of Sanitation
ATTN: Not Isaac, 1140 S. Broadway, Los Angeles, CA 90014, STOP #521
FROM: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

Recommendation approved Available Subs cl Initials
 Recommendation disapproved Available Opportunities Initials

BECAUSE AND IS ONLY GOOD WORKER GLOBAL
Other/Comment: CITE PER ETO IS KNOWN RESEMBLES
OF LEVEL OF SUBCONTRACTING OPPORTUNITIES

By: [Signature] Date: 6/4/08 Tel. No.: 213/978-6667
L. Smith - Executive Director - LAMBOC

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: October 29, 2009

TO: Shari Kuroki, Senior Management Analyst
Administration Division

FROM: Jorge Sanjose, Division Manager
Solid Resources Support Services Division

SUBJECT: MBE/WBE/OBE Waiver Determination for the Disposal of Dead Animal Carcasses

This memo is to provide clarification to the attachment on the Request for Waiver of the Good Faith Effort (GFE) requirement. The attachment states "MBE/WBE/OBE encouragement is requested", which is understood to mean that MBE/WBE/OBE would be encouraged IF subcontracting opportunities would be available. This statement should not be understood to mean that subcontracting is a requirement for all proposers, forcing them to subcontract when otherwise not available. Furthermore, the availability of subcontracting opportunities depends on various elements, anyone of which if not satisfied renders subcontracting unavailable. For example, while subcontracting may be possible for a particular service to the City, if there is no way of quantifying the City's cost of that subcontracting work, such subcontracting becomes "unavailable".

Currently, the only subcontracting opportunity for the DAC program is the hauling of the end product to market. This opportunity, however, is "unavailable" as it is impossible to accurately determine the City's exact cost for such subcontracting work. Specifically, quantifying the cost of such hauling is impossible because:

Per the RFP it is expected that dead animal carcasses will be delivered to a dead animal processing plant/facility that commingles the City's carcasses with deliveries from other non-City entities. The carcasses must be commingled as there is only one tipping area and one processing line for all the materials delivered to the facility. The commingled carcasses are then processed together as there are no separate areas for storing City carcasses separately from the non-City materials. In addition, because the facility uses a batch process, materials must be processed once a certain quantity is received, and so City carcasses need to be mixed with non-City materials for efficient processing. Currently, hauling opportunities are only available for moving the end product to destination markets (after carcasses have been processed). As a result of the commingling, it is impossible to determine which portion of the end product comes from carcasses delivered to the processor by the City, and so hauling costs cannot be accurately allocated.

Let me know if you have any further questions on this issue.

JS/NI

Disposal Services for Deceased Animal Carcasses
MBE/WBE/OBE Recommendation for Good Faith Effort

Attachment 1

The only subcontracting opportunity would be trucking to haul the processed product. However, the MBE/WBE/OBE encouragement is requested because:

1. Per the RFP it is expected that dead animal carcasses will be delivered to a dead animal processing plant/facility that commingles the carcasses with deliveries from other non-City entities. The commingled carcasses are then processed. The end product is then hauled to shipping yards to be sold outside of the United States. It would be very difficult to determine which portion of the hauled commodity would be from carcasses delivered by the City.
2. The end product needs to be transported in specialized trucks that need to be hermetically sealed to avoid spillage of potentially biohazardous material. The specialized requirements limits the subcontracting opportunities.

ATTACHMENT D – BUSINESS TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

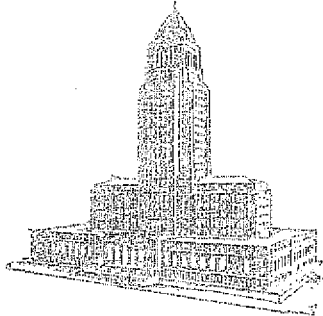
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

ISSUED: 8/30/2009

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000540613-0001-8	L049	Professions/Occupations	01/01/1979	Active

D & D DISPOSAL INC
WEST COAST RENDERING
4105 BANDINI BOULEVARD
LOS ANGELES, CA 90023-4608
4105 BANDINI BOULEVARD
LOS ANGELES, CA 90023-4608



ISSUED BY:

Antoinette D. Christoval

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
FORM 2000 (rev. 5/01) IMPORTANT - READ REVERSE SIDE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

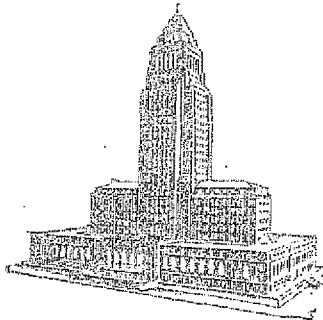
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

ISSUED: 8/30/2009

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000540613-0001-8	L188	Contractor	01/01/2008	Active

D & D DISPOSAL INC
WEST COAST RENDERING
4105 BANDINI BOULEVARD
LOS ANGELES, CA 90023-4608
4105 BANDINI BOULEVARD
LOS ANGELES, CA 90023-4608



ISSUED BY:

Antoinette D. Christoval

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

ATTACHMENT E – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION
ORDINANCES

**CITY OF LOS ANGELES
CALIFORNIA**



**ANTONIO VILLARAIGOSA
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.

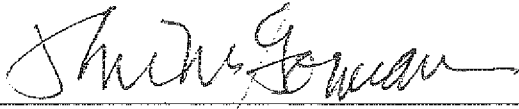
Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file 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
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq.)

This ordinance is not applicable to the subject RFP or resultant contract due to the fact that none of the employees of this Proposer works or provides any service or goods pertaining to the subject agreement within the City of Los Angeles. All of the functions under the terms of this RFP and agreement are performed by Proposer outside of the City of Los Angeles.



William M. Gorman, President

Date: _____

6/15/10

 COPY

ATTACHMENT F – EQUAL BENEFITS ORDINANCE

COMPLIANCE

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
 Phone: (213) 847-2625 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: SANITATION/SRSSD Contact/Phone: NAT ISAAC (213) 485-3893

SECTION 1. CONTACT INFORMATION

Company Name: D+D / WCR
 Company Address: 4105 BANDINI BND.
 City: VERNON State: CA Zip: 90058
 Contact Person: Bill GORMAN Phone: (323) 261-4176 Fax: (323) 261 7105

I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 38

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, 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. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

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 6 day of May, in the year 2010, at VERNON, CA
(City) (State)

William M. Gorman
 Signature

4105 Bandini Blvd.
 Mailing Address

William M. Gorman
 Name of Signatory (please print)

Vernon, Ca 90058
 City, State, Zip Code

Pres.
 Title

95-2874943
 Federal ID Number



ATTACHMENT 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

SOLID RESOURCES SUPPORT SERVICES DIV. NAT ISAAC (213) 485 3593
City Department/Division Awarding Contract City Contact Person Phone

RFP DEAD ANIMAL PROCESSING AND RECOVERY SERVICES
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

D+D SERVICES, INC., dba
WEST COAST RENDERING CO.
Bidder/Proposer Business Name

4105 BANDINI BL. VERNON CA 90058
Street Address City State Zip

WILLIAM M. GORMAN, PRES. 323 261 4176 323 261 7185
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 M. GORMAN, PRES. [Signature] 6/15/10
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9.



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 / 1 / 85 State of incorporation: CA

List the corporation's current officers.

President: WILLIAM M. GORMAN

Vice President: VINCENT L. GORMAN

Secretary: ROSANNE GORMAN

Treasurer: ROSANNE GORMAN

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 to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

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? 25 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 M. GORMAN, PRES. [Signature] 6/15/10
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. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page

C.A.:

D+D SERVICES, INC., dba WEST COAST RENDERING CO.;
dba D+D DISPOSAL.

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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1 of 1

E.8:

D & D/WCR has been awarded the contract for 'Disposal Services - Dead Animal Carcasses' in 2006, contract no. C-110902.

- a. West Coast Rendering Co.;
- b. Disposal services - dead animal carcasses;
- c. Total cost: approximately \$350,000.00 to date;
- d. Starting date: 12/01/2006;
- e. Ending date: currently on-going on month-to-month basis.

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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1 of 2

E.9:

Our company provides dead animal carcass disposal for over 30 cities, counties and agencies in Southern California in a manner similar to that provided to the City of Los Angeles. Attached is a list of our larger municipal contract accounts, their current contract start dates and end dates, total contract dollar amounts and contact information: (see attached sheet).

E.9 (con't.)

County of Los Angeles, Dept. of Animal Care & Control
5898 Cherry Ave., Long Beach, CA 90805
Contact: Patrick Malekian, Admin. Deputy Director
Ph. (562) 256-2400; Fax (562) 422-3408
Email: pmalekian@animalcare.lacounty.gov
Contract start date: 8/1/09
Contract end date : 9/30/10
Total contract amount: \$154,200.00

County of San Diego, Dept. of Purchasing & Contracting
5555 Overland Ave., San Diego, CA 92123
Contact: Michael Furlong, Dept. of General Services
Ph. (858) 694-3380; Fax (858) 694-2538
Email: michael.furlong@sdcounty.ca.gov
Contract start date: 7/1/09
Contract end date : 12/31/10
Total contract amount: \$246,060.00

County of Riverside, Community Health Agency
4065 County Circle Dr., Riverside, CA 92503
Contact: Nancy Daudert, ISS/Procurement/Contracts
Ph. (951) 358-5090; Fax (951) 358-5237
Email: ndaudert@co.riverside.ca.us
Contract start date: 7/1/09
Contract end date : 6/30/14
Total contract amount: \$599,933.00

County of Orange, Dept. of Animal Care & Control
561 City Drive South, Orange, CA 92868
Contact: Loren Gibel, Dept. of Animal Care
Ph. (714) 935-6863; Fax (714) 935-6373
Email: lgibel@ochca.com
Contract start date: 7/1/10
Contract end date : 6/30/11
Total contract amount: \$43,200.00

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 JusticeLOCAL 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: DEAD ANIMAL PROCESSING AND RECOVERY SERVICES

RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: _____

Procuring Dept.: SANITATION / SRSSD Mail Stop #: 521

Name of Dept. Contact: NICOLETA SERBANESCU Phone: 213-485-3592

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: WEST COAST RENDERING CO.

Company Address: 4105 BANDINI BLVD.

City: VERNON State: CA Zip: 90058

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) DEC 22 2010

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and ██████████ Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature *Seffy Wiles* Date DEC 22 2010

ATTACHMENT H – 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 SANITATION SOLID RESOURCE SUPPORT Department Contact Person NAT ISAAC

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. WILLIAM M. GORMAN, 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>WEST COAST RENDERING CO.</u>	<u>323 261 4176</u>	<u>95-2874943</u>
Company Name	Phone	Federal ID #
<u>4105 BANDINI BL.</u>	<u>VERNON</u>	<u>CA</u>
Street Address	City	State
		<u>90058</u>
		Zip
3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 11/1/2005
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 1972 (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 6/15/10 at VERNON, CA
(Date) (City) (State)
 Signature: William M. Gorman Title: PRES.

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.



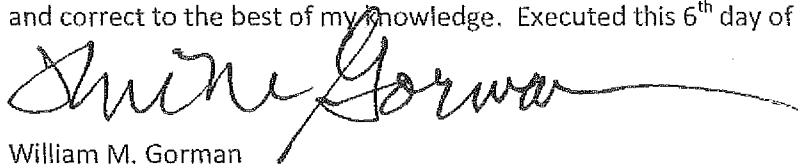
ATTACHMENT I – SIGNATURE AND AUTHORITY (NON-COLLUSION AFFIDAVIT)

Statement Re: Authority To Sign This Proposal on Behalf of D & D Services, Inc. dba West Coast Rendering Co. and Signature.

I, William M. Gorman, declare:

I am the President and CEO of Proposer D & D Services, Inc. dba West Coast Rendering Co., a California corporation. I am authorized to sign this proposal on behalf of my company in response to the City RFP for dead animal processing and recovery services. My signature below indicates our commitment to provide all of the services contained within this proposal if chosen by the City.

I declare under penalty of perjury of the laws of the State of California that the above statement is true and correct to the best of my knowledge. Executed this 6th day of May, 2010, at Vernon, California.

A handwritten signature in black ink, appearing to read "William M. Gorman", with a long horizontal flourish extending to the right.

William M. Gorman

President

D & D Services, Inc. dba West Coast Rendering Co.

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, WILLIAM M. GORMAN, depose and say that I am
PRESIDENT of D+D/UKR, 4105 BANDINI BL., VERNON, CA
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, 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: 6/15/10 at VERNON, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

William M. Gorman
(Signature)

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed) before me on
7.31.2010 by William M Gorman.
Date

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

79571

Christine Blake
Signature of Notary Public
Christine Blake



ATTACHMENT J – 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 that businesses generate and for the business taxes that they remit. The City Council, on January 7, 1992, adopted a motion (CP92-0021) that requires proposers to state the address of their headquarters, as well as, the percentage of their workforce residing in the City of Los Angeles.

I. Organization: D+D SERVICES, INC. dba WEST COAST RENDERING CO.

II. Corporate or Main Office Address:

4105 BANDINI BLVD., VERNON, CA 90058

III. Total Number of Employees in Organization: 38

IV. Number of Employees who are Los Angeles City Residents: 9

V. Percentage of Employees who are Los Angeles City Residents: 24 %

ATTACHMENT K – CONFLICT OF INTEREST

DECLARATION OF CONFLICT OF INTEREST

In as much as the City of Los Angeles requires as part of the official proposal submittals for the project RFP DEAD ANIMAL PROCESSING + RECOVERY I, WILLIAM M. GORMAN a duly authorized representative of PROSER D&D SERVICES, INC., declare that:

- There are no known conflicts of interest, or any appearances of conflicts of interest, regarding the project.
- All known conflicts of interest and any matter with an appearance of a conflict of interest has been noted and attached to this Declaration.

Further, I declare that should a new conflict of interest, or the appearance of a conflict be found by this organization after submitting this Declaration for this project, we will immediately inform the City of Los Angeles. I understand that should any conflict of interest, or the appearance of a conflict of interest, fail to be disclosed, the City of Los Angeles reserves the right to deem the proposal as non-responsive or terminate any contract.

William Gorman
Signature

5/6/10
Date

WILLIAM M. GORMAN
Print Full Name

PRESIDENT
Title

ATTACHMENT L – 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.

West Coast Rendering Co. was awarded Los Angeles City contract no. C-110902 in November, 2006. That contract is entitled 'Disposal Services - Dead Animal Carcasses'. The start date of that contract was December 1, 2006 and the contract is currently being serviced on a month-to-month basis under the original terms pending approval of a new contract. Under the current contract, City of Los Angeles Dept. of Sanitation vehicles transport dead animal carcasses from the City street pickup and shelters to the WCR facility in Vernon, CA, where WCR processes said carcasses in a manner conforming to all local, State and Federal laws and regulations. The total amount paid by the City to WCR for this service to date is approximately \$350,000.00.

West Coast Rendering Co.
Name of Organization


Signature

William M. Gorman
Print Name

President
Title

6/15/10
Date

ATTACHMENT M – 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

Bid/Contract Number: RFP DEAD ANIMALS Department: PUBLIC WORKS, BUREAU OF SANITATION

Name of Bidder: D+D SERVICES, INC. dba WEST COAST REDECO Phone: 323 261 4176

Address: 4105 RANDINI BLVD., VERNON, CA 90058

Email: WmGorman@yahoo.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) [see reverse]; 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(i) [see reverse]:
 - 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(i)(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.

Date: May 6, 2010 Signature: William Gorman
 Name: WILLIAM M. GORMAN
 Title: PRES.

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

MAYOR'S OFFICE
LA CITY SANITATION DEP Fax: 213-978-0780
Fax: 213-485-2961

Jun 5 / 11:07 P.01
Jun 2 2008 14:36 P.02

City of Los Angeles

DATE: 30 May 08

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: LINDA GATIM Fax No. 213-978-0850

FROM: Jorge Sandoval, District Manager, DPW, Bureau of Sanitation

Phone: 213-485-3637 Fax: 213-485-2961

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO. _____
In compliance with Executive Directive No. 2001-20, City of Los Angeles Minority, Women and Other Business Enterprises (MBE/WBE/OBE) Program, please fill out the following:

1. Title of Project: Disposal Services for Deceased Animal Carcasses

2. This project will be advertised as an: _____ RFP _____ RFP _____ RFP Other: _____

3. Type of Contract: Procurement _____ Personal Services _____ Construction _____

4. Projected total amount of the contract: \$100,000/yr Estimated duration of project: 3 years + 3 years

5. Significant Dates:
Estimated date of pre-bid or job walk meeting: TBD
Estimated date that bids or proposals are due: TBD

6. Recommendations:
MBE/WBE/OBE encouragement: Yes

Justify why encouragement:
 Technical Requirement Lack of available subcontractors *NOT sufficient facts*
 Lack of available subcontract sub-supply opportunities One product single point of distribution

Other: See Attachment I

7. MBE/WBE/OBE Good Faith Effort required: No

8. Is this a: New Contract _____ Renewal _____ Other _____

9. Name of previous contractor: West Coast Rendering Length of previous contract: 3 yrs Value of previous contract: 100,000/yr

TO: DPW, Bureau of Sanitation
ATTN: Nat Isaac, 1148 S. Broadway, Los Angeles, CA 90014, STOP #321
FROM: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

X Recommendation approved _____ Available Subs _____ Initials _____
Recommendation disapproved _____ Available Opportunities _____ Initials _____

DECLINE AND IS ONLY GOOD FAITH EFFORT

Other Comment: CITE PER E/D IS HYPOTHETICAL REASON FOR
BE LEVEL OF SUB CONTRACTING OPPORTUNITIES

By: [Signature] Date: 6/4/08 Tel. No.: 213/978-6667
L. Smith - Director - LAMBOC

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: October 29, 2009

TO: Shari Kuroki, Senior Management Analyst
Administration Division

FROM: Jorge Santesteban, Division Manager
Solid Resources Support Services Division

SUBJECT: MBE/WBE/OBE Waiver Determination for the Disposal of Dead Animal Carcasses

This memo is to provide clarification to the attachment on the Request for Waiver of the Good Faith Effort (GFE) requirement. The attachment states "MBE/WBE/OBE encouragement is requested", which is understood to mean that MBE/WBE/OBE would be encouraged IF subcontracting opportunities would be available. This statement should not be understood to mean that subcontracting is a requirement for all proposers, forcing them to subcontract when otherwise not available. Furthermore, the availability of subcontracting opportunities depends on various elements, any one of which if not satisfied renders subcontracting unavailable. For example, while subcontracting may be possible for a particular service to the City, if there is no way of quantifying the City's cost of that subcontracting work, such subcontracting becomes "unavailable".

Currently, the only subcontracting opportunity for the DAC program is the hauling of the end product to market. This opportunity, however, is "unavailable" as it is impossible to accurately determine the City's exact cost for such subcontracting work. Specifically, quantifying the cost of such hauling is impossible because:

Per the RFP it is expected that dead animal carcasses will be delivered to a dead animal processing plant/facility that commingles the City's carcasses with deliveries from other non-City entities. The carcasses must be commingled as there is only one tipping area and one processing line for all the materials delivered to the facility. The commingled carcasses are then processed together as there are no separate areas for storing City carcasses separately from the non-City materials. In addition, because the facility uses a batch process, materials must be processed once a certain quantity is received, and so City carcasses need to be mixed with non-City materials for efficient processing. Currently, hauling opportunities are only available for moving the end product to destination markets (after carcasses have been processed). As a result of the commingling, it is impossible to determine which portion of the end product comes from carcasses delivered to the processor by the City, and so hauling costs cannot be accurately allocated.

Let me know if you have any further questions on this issue.

JS/NI

Disposal Services for Deceased Animal Carcasses
MBE/WBE/OBE Recommendation for Good Faith Effort

Attachment 1

The only subcontracting opportunity would be trucking to haul the processed product. However, the MBE/WBE/OBE encouragement is requested because:

1. Per the RFP it is expected that dead animal carcasses will be delivered to a dead animal processing plant/facility that commingles the carcasses with deliveries from other non-City entities. The commingled carcasses are then processed. The end product is then hauled to shipping yards to be sold outside of the United States. It would be very difficult to determine which portion of the hauled commodity would be from carcasses delivered by the City.
2. The end product needs to be transported in specialized trucks that need to be hermetically sealed to avoid spillage of potentially biohazardous material. The specialized requirements limits the subcontracting opportunities.

From: Yolanda Basoco
To: Shari Kuroki
CC: Jonathan Zari; Nat Isaac
Date: 10/30/2009 6:53:04 AM
Subject: DAC MBE/WBE/OBE Clarification Memo

Shari,

Attached is the clarification memo to be forwarded to Con Ad. If additional information is needed, please let me know. Hopefully, with this clarification, Con Ad will interpret the Mayor's determination for the waiver request as approved. If so, let me know so I can begin working on removing all mention of the GFE requirements from the RFP. I will forward the original copy via gray mail to you. Thanks.

Attachments: MBE-WBE clarification memo.pdf