

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
WARE DISPOSAL COMPANY, INC.
FOR
EXCLUSIVE FRANCHISE TO PROVIDE COLLECTION, TRANSFER, PROCESSING, AND
DISPOSAL SERVICES FOR SOLID RESOURCES TO COMMERCIAL ESTABLISHMENTS
AND APPLICABLE MULTIFAMILY ESTABLISHMENTS
IN THE
SOUTHEAST ZONE
City of Los Angeles
Department of Public Works
LA Sanitation
Solid Resources Commercial Franchise Division

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PERSONAL SERVICES CONTRACT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 2: DEFINITIONS

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

Table 2-1: Definitions and Abbreviations

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

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

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

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

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

ARTICLE 3: SERVICE PLAN

3.1 COLLECTION SERVICES

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

3.1.1 STATE OF CALIFORNIA MANDATORY COMMERCIAL AND ORGANICS RECYCLING

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

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

3.1.2 BLUE BIN REQUIREMENTS

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

3.1.3 MATERIAL EXCEPTIONS

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

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

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

3.1.4 CUSTOMER EXCEPTIONS

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

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

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

3.1.5 MINIMUM SERVICE LEVEL

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

3.1.6 SERVICE CRITERIA

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

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

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

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

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

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

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

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

3.2 CONTAINER PLACEMENT

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

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

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

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

3.3 CONTRACTOR OWNERSHIP OF SOLID RESOURCES

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

3.4 NO MIXING LOADS OF MATERIALS

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

3.5 CONTAMINATED AND OVERFILLED CONTAINERS

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

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

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

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

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

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

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

3.6 CONTAINER NON-COLLECTION

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

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

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

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

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

3.7 MISSED COLLECTIONS

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

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

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

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

3.8 ROUTES AND SCHEDULES

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

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

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

3.9 HOURS AND DAYS OF COLLECTION SERVICE

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

The following are CITY HOLIDAYS:

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

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

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

3.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

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

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

3.11 STAFFING

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

3.12 STAFF IDENTIFICATION

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

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

3.13 SPILLAGE AND LITTER

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

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

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

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

3.14 SAFETY AND TRAINING PROGRAM

3.14.1 HEALTH AND SAFETY PROGRAM

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

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

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

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

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

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

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

3.14.2 TRAINING PROGRAM

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

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

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

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

3.15 LABOR PEACE AGREEMENT

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

3.16 SPECIAL SERVICES

3.16.1 VALET SERVICE REQUIREMENTS FOR MULTIFAMILY ESTABLISHMENTS

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

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

3.16.2 STUDIO SERVICE

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

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

3.16.3 HOSPITALS

3.16.3.1 Hospitals Operations and Certification Requirements

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

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

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

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

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

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

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

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

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

3.16.3.2 Hospital Service Provision Requirements

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

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

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

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

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

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

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

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

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

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

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

3.16.3.3 Hospital Service Commitments

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

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

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

3.16.4 PILOT STUDIES

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

3.17 EMERGENCY SERVICES AND RESPONSE REQUIREMENTS

3.17.1 EMERGENCY SERVICES

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

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

3.17.2 VEHICULAR ACCIDENTS

In the event of an accident involving a vehicle used in fulfillment of services pertaining to this AGREEMENT and any other vehicle, cyclist, or pedestrian, at any location, the CONTRACTOR PROJECT MANAGER shall notify the CITY PROJECT MANAGER immediately, within a reasonable timeframe. Failure to report vehicular

accidents shall be subject to Liquidated Damages in accordance with the Performance Standards associated with Reporting Requirements listed in Table 11-1.

3.17.3 CONTINGENCY PLAN SERVICE REQUIREMENTS

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

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

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

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

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

3.17.3.1 City Backup

In the event that the CONTRACTOR is unable to provide services in whole or in part under this Agreement due to a work stoppage, the CITY may temporarily provide

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

3.17.4 BACKUP FOR OTHER FRANCHISE ZONES

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

3.18 AB 939 COMPLIANCE PERMIT

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

3.19 VEHICLES

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

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

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

Prior to use, a TARE WEIGHT shall be established for all of the CONTRACTOR's COLLECTION VEHICLES. At the CITY's discretion, the TARE WEIGHT of any

COLLECTION VEHICLE may be checked at any time, by the CITY PROJECT MANAGER.

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

3.19.1 CLEAN FUEL VEHICLE REQUIREMENT

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

3.19.2 ON-BOARD SOFTWARE AND HARDWARE

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

3.19.3 RESERVE VEHICLES AND EQUIPMENT

The CONTRACTOR shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this AGREEMENT. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection.

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

3.19.4 VEHICLE MAINTENANCE AND CONDITION

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

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

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

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

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

3.19.5 COMPLIANCE WITH THE LAW

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

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

3.19.6 CITY'S RIGHT TO INSPECT VEHICLES

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

The CITY reserves the authority to require the CONTRACTOR to immediately remove any COLLECTION VEHICLE or equipment from service, for reasons deemed by the CITY including but not limited to, leaking or spilling of fluids and escaping of SOLID RESOURCES. The CITY also may require any COLLECTION VEHICLE or equipment to

be washed within one (1) business day of a CITY request. In such cases, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken.

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

3.19.7 STORAGE AND REPAIR

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

3.20 CONTAINERS

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

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

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

The CONTRACTOR shall investigate the possibility of refurbishing their existing inventory of CONTAINERS for use under the FRANCHISE SYSTEM, as long as they meet the needs of the CUSTOMERS and are within CITY specifications, as described in Table 3-2.

3.20.1 CONTAINER SIZES

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

Table 3-1: Container Types and Sizes

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

3.20.2 CONTAINER SPECIFICATIONS

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

Table 3-2: Container Specifications

CONTAINER Type	Specifications
Applicable to All CONTAINERS	<ul style="list-style-type: none">Prominently display:<ul style="list-style-type: none">CONTRACTOR provided serial number and/or identifying logo(s).CITY 1-800-773-CITY CUSTOMER CARE CENTER contact information and LASAN website addressLeak proofNo jagged edges or holesCompliant with CITY Fire CodeColor to match the material stream collected, as defined in Table 2-1, and in accordance with the CITY-wide color codingAll plastic CONTAINERS shall consist of a minimum of 30% recycled content
30-120 gallon carts	<ul style="list-style-type: none">Lightweight durable plasticAt least two (2) wheelsTight fitting lid with handles as designed by the manufacturerAt least one handle to facilitate transport across pavementLabels, signage and messaging, as approved by the CITY
1-8 yard bins and smaller COMPACTORS	<ul style="list-style-type: none">Lightweight durable plastic or metalAt least four (4) wheels, if applicableSolid, durable bottomLid with handleLabels, signage and messaging, as approved by the CITY

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

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

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

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

3.20.3 CONTAINER REQUIREMENTS

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

The CONTRACTOR shall submit color samples and material swatches to the CITY PROJECT MANAGER for approval prior to the production and purchase of CONTAINERS. All CONTAINERS are to follow the CITY's color protocol: Blue for COMMINGLED RECYCLABLES, Black for SOLID WASTE, Green for ORGANICS and Brown for horse manure.

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

3.20.4 OWNERSHIP OF CONTAINERS

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

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

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

3.20.5 CONTAINER MAINTENANCE

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

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

3.20.5.1 Graffiti Removal Required

The CONTRACTOR is responsible for removing graffiti from their CONTAINERS upon request, up to three (3) times per a twelve (12) month period. The CONTRACTOR shall remove any graffiti reported within five (5) business days of notification. The

CONTRACTOR shall provide the CUSTOMER with paint to cover graffiti at CUSTOMER's request, without charge. The CONTRACTOR may choose to provide CONTAINERS with graffiti resistant paint or coating for premises with persistent instances of graffiti occurrences. CUSTOMERS shall be responsible for maintaining all CUSTOMER-owned CONTAINERS. The CONTRACTOR may maintain graffiti removal for the CUSTOMER-owned CONTAINERS for an additional fee. Failure to maintain CONTRACTOR-owned CONTAINERS in accordance with the performance standard described in this section shall be subject to the associated Liquidated Damages listed in Table 11-1.

3.20.5.2 Container Cleanings

CUSTOMERS are entitled to one free steam cleaning in each twelve (12) month period per CONTAINER upon request. Any cleaning requests beyond the required one (1) cleaning per year will be at the CUSTOMER's expense as established in Table 7-3. Any disputes concerning the CONTRACTOR's obligation for cleaning CONTAINERS shall be resolved by the CITY. The CITY's decision on the issue shall be final.

3.20.5.3 Repair and Replacement of Containers

Repair or replacement required as a result of normal wear and tear, or damage resulting from CONTRACTOR actions shall be at the expense of the CONTRACTOR. Repair or replacement of CUSTOMER owned CONTAINERS shall be at the expense of the CUSTOMER except when caused by CONTRACTOR actions, as listed in Table 7-3. In the event of disagreement between the CONTRACTOR and the CUSTOMER, the CUSTOMER may appeal to the CITY in writing. The CITY's decision shall be final.

At its option, the CONTRACTOR may require a CUSTOMER to exchange its old collection CONTAINER when the CUSTOMER receives a new collection CONTAINER from the CONTRACTOR. If a collection CONTAINER requires replacement because of the CUSTOMER's negligence, the CUSTOMER shall pay for the cost of the repair(s) to the CONTAINER to the CONTRACTOR, as set forth in Table 7-3.

If the CONTRACTOR damages or destroys any CUSTOMER-owned collection CONTAINER, the CONTRACTOR shall repair or replace said CONTAINER, at the CONTRACTOR's expense, within two (2) business days after receiving notice from the CITY or CUSTOMER, unless such CONTAINERS are custom sized, in which case the CONTRACTOR shall provide new or replacement CONTAINERS within seven (7) business days of such notification. Any replacement CONTAINER shall be in equal or better condition than the CONTAINER that was damaged or destroyed by the CONTRACTOR.

The CONTRACTOR shall not be responsible for unintentional damage to CUSTOMER-owned CONTAINERS that are caused by the CUSTOMER's failure to comply with the set out instructions in their service agreement with the CONTRACTOR.

3.20.6 LID LOCKABLE CONTAINERS

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

- A gravity lock; or
- Lock bar mechanism.

For a lock bar system, the CONTRACTOR shall provide at least fifty (50) different key or lock combinations for CUSTOMERS, with one master key or combination for use by the CONTRACTOR's collection workers.

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

The CONTRACTOR may decline to make collections of CONTAINERS fitted by others with locking mechanisms, whether or not such CONTAINERS are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents collection with the CONTRACTOR's equipment or poses a threat to the health and safety of collection workers, others, or equipment. In the event that the CONTRACTOR refuses collection under these circumstances, the CONTRACTOR shall follow the CONTAINER Non-Collection procedure in Section 3.6.

3.20.7 HORSE MANURE CONTAINERS

The CONTRACTOR shall provide Horse Manure collection in brown CONTAINERS, or BROWN BINS that are the same shade of brown as the CITY's BROWN BINS. This material shall be recovered for beneficial use, either with the collected ORGANICS materials, in another system that the CONTRACTOR selects, as stated in Section 5.9, or with CITY PROJECT MANAGER approval.

3.21 FUNDING OF COMMUNITY BENEFITS WITHIN AWARDED ZONE(S)

The CONTRACTOR shall provide the CITY annual funding for community benefits such as support of environmental community events. The CONTRACTOR shall remit to the CITY, on July 1st of every year for the term of the CONTRACT, \$1,000 per 100 accounts provided service under this AGREEMENT. The CITY shall be responsible for allocating and dispersing funding for community benefits.

3.22 RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

3.22.1 CONTRACTOR shall perform the services described in this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

3.22.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

3.22.3 MAINTENANCE OF RECORDS

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

ARTICLE 4: CUSTOMER SERVICE

4.1 CONTRACTOR CALL CENTER

The CONTRACTOR shall be capable of handling customer inquiries and initiating service requests 24 hours per day, 7 days per week. Proper staffing levels must be appropriately assigned to meet peak and after hours operations.

The CITY will be the first point of CUSTOMER contact initiating service requests, complaints, and inquiries through phone, internet/website, or mobile/smart-phone application except for billing inquiries, which may go directly to the CONTRACTOR's billing department.

In the event that the CONTRACTOR is contacted by the CUSTOMER, (i.e., a walk-in CUSTOMER, or one already on a billing related call) the CONTRACTOR's call center and CUSTOMER SERVICE CENTER shall have the capability of documenting the CUSTOMER request in their CRM and updating the CITY CRM in REAL TIME. The CONTRACTOR shall be responsible for following service request workflows and procedures for updating and closing service requests that will meet the customer service performance standards, the reporting requirements, and updating the CITY's CRM in compliance with all terms of this AGREEMENT. Any service requests initiated from the CUSTOMER through direct contact with the CONTRACTOR, such as during billing inquiries, Waste Assessments, at the CUSTOMER SERVICE CENTER, with collection staff, or any other means of communication not otherwise specified (e.g., via new and/or innovative methods of contact) shall be documented and made available through the CONTRACTOR's CRM and the CITY's CRM in REAL TIME. The status of resolution processes and documentation of issues impeding the CONTRACTOR's ability to provide services (i.e., CONTAINER obstruction, contamination, etc.) shall be reported to the CITY's CRM in REAL TIME. The CONTRACTOR shall properly train their customer support staff on these processes.

The CONTRACTOR's customer support performance will be monitored and the CONTRACTOR must have sufficient technology in place to support the performance metrics specified in Table 4-1. The CONTRACTOR shall comply with the following requirements for the website, call center, account information, payment, fleet tracking, and materials tracking.

The CONTRACTOR's call center must have the capabilities to handle multilingual customer inquiries. The CONTRACTOR shall maintain staff or third party translating services to address inquiries from multilingual CUSTOMERS.

The abandon rate after 60 seconds for direct calls from LASAN's CUSTOMER CARE CENTER staff shall be zero (0).

1. Website

The CONTRACTOR shall link CUSTOMERS to the CITY's website and customer portal, which shall serve as the web entry point for all CUSTOMER service matters, including, but not limited to, registering complaints, making service changes, and obtaining program information. The CONTRACTOR'S website and mobile applications as well as printed material should direct CUSTOMERS to the CITY's website. The CONTRACTOR's website shall be developed to function on a mobile platform.

Data validation shall be utilized in all fields where necessary to provide a resolution of a request.

2. ADA Compliance

Customer service shall be ADA compliant. The CONTRACTOR's web site, mobile application(s), CUSTOMER SERVICE CENTER, and Call Center shall be ADA compliant.

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

- Creating a new account including billing, service level, collection schedule options, and validation of account and authorized account user
- Closing an account including a request for a final bill and collection; The CUSTOMER should also be notified of the related CONTAINER removal services that will take place as a result of the closure of their account
- Requesting modification to service levels, i.e., increase or reduce services, change pick-up day or frequency, etc.
- Submitting billing information and inquiries
- Viewing service level information for their currently assigned and pending CONTAINERS; this may include photographic and geocoded location information
- Identifying the next service date, this is especially important when the collection date is impacted by a Holiday or other schedule change

4. The CUSTOMER shall have the ability to view their most recent bill and payment information along with the next billing date. The CUSTOMER shall be able to see the details of past bills. The billing information displayed should include, but is not limited to:

- BASE RATE, for service level
- Monthly service fee (total charge)
- Per CONTAINER Charges
- EXTRA SERVICES

5. The CUSTOMER shall have the ability to view and make account payments. The payment and account information displayed should include, but is not limited to:

- Amount due/outstanding balance

- All items billed for including any BASE RATE, late fees, or EXTRA SERVICES in an itemized list, in the format provided by the CITY
 - Payment options and methods
 - Account status (i.e., current, delinquent)
 - Notifications transmitted during the billing period, (i.e., Contamination, Overweight CONTAINER, Overflow of material, inability to access, etc.) as defined in Section 3.5, including the time of notification
6. CUSTOMER Notifications shall be offered via voice, email, text and other technologies as they become available and as feasible to CONTRACTOR. Notifications shall be made to the CUSTOMER using their preferred method(s). Notifications to be sent from the CONTRACTOR to the CUSTOMER include, but are not limited to the following capabilities:
- Notification of Contamination, Overweight, or Overflowing CONTAINERS, any fees to be assessed (if appropriate) and the expected corrective action
 - Non-Collection Notice, as defined in Section 3.6, within two (2) hours that the CONTRACTOR was unable to make a scheduled collection (i.e., locked mechanism, obstructed access, Non-Conforming Materials, etc.)
 - Notification of route change
 - Notification of significant recyclable content in BLACK BIN, with options for next steps to improve diversion
 - Notification of any item which may require additional fees to be assessed
 - Notification of any claim of a damaged CONTAINER resulting from CUSTOMER negligence or destruction. The notification shall inform the CUSTOMER of any fees to be assessed and the expected corrective action
 - Notification of any corrective action required for any additional issue
7. CUSTOMER privacy shall be respected. CUSTOMER information shall not be sold or otherwise given out, except to meet the requirements of this AGREEMENT.

4.1.1 TELEPHONY

The CONTRACTOR shall utilize telephony hardware, software, and other appropriate technologies to meet the CITY's functional requirements and reporting requirements for customer service, as detailed in this AGREEMENT. The CONTRACTOR's telephony system shall be automated to provide reporting, at minimum on the following:

- Percentage of calls answered within specified period of time (after the call is transferred from the CITY's CUSTOMER CARE CENTER to CONTRACTOR's call center)
- Percentage of calls directed to CONTRACTOR's call center staff where the customer disconnects before being responded to, including peak and off-peak hours

- Amount of time it takes the CONTRACTOR's call center staff to complete a customer support call/session, including all documentation
- Average amount of time required to pick up a call
- Average amount of time callers spend in agent-induced hold
- Percent of logged in time spent in a "work" state (for calls, a work state is generally talk and after call work time)
- Total number of contacts received for processing per day
- Abandoned call rate, including peak and off-peak hours

4.1.2 CUSTOMER SERVICE CALL CENTER PERFORMANCE STANDARDS

The CONTRACTOR's customer support performance will be monitored and sufficient technology shall be in place to support the performance metrics specified in Table 4-1 and Table 11-1.

Table 4-1: Customer Service Call Center Performance Standards

Operation Efficiency Performance Standard Description	Expected Performance
Percentage of calls answered within specified period of time (after the call is transferred from the CITY's Call Center to CONTRACTOR's Call Center)	95% within 60 seconds
Percentage of calls directed to call center staff where the customer disconnects before being responded to (abandoned call rate)	5%
Average amount of time required for a live person to pick up a call	30 seconds
Average amount of time it takes to respond to a CUSTOMER inquiry made via the web, email, mobile device application, etc.	30 minutes during regular business hours

4.2 CUSTOMER SERVICE CENTER

The CONTRACTOR shall establish a CUSTOMER SERVICE CENTER in each awarded FRANCHISE ZONE. The CONTRACTOR shall have personnel available for the purposes of billing inquiries, service requests, complaint resolution, and other matters, at least between the hours of 8:00 AM and 5:00 PM, Monday through Friday, and on Saturdays from 8:00 AM until 12:00 PM. The office shall have the ability to provide translation services for walk-in customers. The office shall be equipped with a communication system that can be used to contact the CITY and the CONTRACTOR's operational managers. All service requests generated at the CUSTOMER SERVICE CENTER shall be captured in the CONTRACTOR's request fulfillment information technology, as well as in the CITY's CRM in REAL TIME.

The CUSTOMER SERVICE CENTER shall also maintain a supply of outreach and educational material, and supplies.

The CITY shall approve the location of the CUSTOMER SERVICE CENTER. Access shall be ADA compliant and located so that it is reasonably accessible to CUSTOMERS in the FRANCHISE ZONE.

4.3 CUSTOMER INQUIRIES AND COMPLAINTS

Each CUSTOMER's complaint affecting the CONTRACTOR's Performance Standards is presumed to be a legitimate complaint and may trigger Liquidated Damages in accordance with this AGREEMENT. Such complaints include but are not limited to:

- Missed collections
- Failure to comply with collection services required under this AGREEMENT
- Failure to provide CONTAINERS in a timely manner
- Failure to repair, remove graffiti, or clean bins as required
- Failure to provide the annual CONTAINER cleaning
- Mishandling of SOLID RESOURCES or CONTAINERS
- Mixing SOLID WASTE, COMMINGLED RECYCLABLES, or ORGANICS in a load
- Damage to public or private property, excluding normal wear and tear
- Accidents involving collection service vehicles
- Failure to obey traffic regulations
- Discourteous treatment of CUSTOMERS

The CONTRACTOR shall be responsible for providing sufficient documentation, to the CITY's satisfaction, to rebut the presumption that a complaint is legitimate.

4.3.1 CUSTOMER DISPUTE RESOLUTION

The CITY may, at its sole discretion, investigate all unresolved disputes between the CONTRACTOR and a CUSTOMER, including but not limited to disputes concerning the proper interpretation and implementation of this AGREEMENT and Article 6 of Chapter VI of the L.A.M.C. At the end of the investigation, the CITY will determine the resolution of such disputes. CITY shall notify CONTRACTOR of the initiation of an investigation and request their input. At its sole discretion, the CITY may notify the CONTRACTOR and the CUSTOMER in writing of the CITY's determination about the disputed issues, including any deficiencies in their respective performance.

4.4 AGREEMENTS FOR COLLECTION SERVICES

The CONTRACTOR shall prepare the standard form, approved and customized with the service levels and specific needs of each CUSTOMER, for setting up account contracts with each CUSTOMER. The CITY will provide a list of standard provisions that shall be included in all CUSTOMER service agreements.

The CUSTOMER service agreements for services provided under the FRANCHISE SYSTEM shall identify all of the services that the CONTRACTOR will provide to the CUSTOMER and all of the associated costs. No fees or charges may be collected from a CUSTOMER unless such fees and charges are disclosed in the CUSTOMER service agreement and are consistent with Article 7: Rates and Fees. Any subsequent changes to the CUSTOMER service agreement shall be reported to the CITY in writing.

4.5 BILLING

The CONTRACTOR shall bill all CUSTOMERS at rates in accordance with and not to exceed Article 7: Rates and Fees. The CONTRACTOR shall be solely responsible for collecting payments from CUSTOMERS. Billing shall be performed on the basis of services rendered. The CONTRACTOR shall not list separate charges for AB 939 COMPLIANCE FEES or FRANCHISE FEES on CUSTOMER BILLS.

4.5.1 BILLING FREQUENCY

The CONTRACTOR shall bill CUSTOMERS monthly, in advance of provision of service, with the exception of EXTRA SERVICES occurring during the month, which shall be billed monthly in arrears. The billing in advance shall include the BASE RATE, any additional planned services (i.e., distance charge, reoccurring EXTRA SERVICES, additional collections, etc.) these shall be included in the CUSTOMER's collection service agreement. The CONTRACTOR may require CUSTOMERS to provide a deposit prior to provision of service of a temporary CONTAINER, as defined in Appendix C.

Any EXTRA SERVICES provided that are not regularly scheduled (i.e., blocked access, supplemental CONTAINER cleaning, contamination charge, etc.) shall be billed on the following invoice with the date and time at which the service was provided and any additional information to document the need for the service or fee.

Prior to the first month of billing under this AGREEMENT, the CITY PROJECT MANAGER shall determine the dates of billing throughout the month to minimize call center volumes.

4.5.2 BILL FORMAT

The format of billing statements shall be presented to the CITY for review and approved by the CITY prior to the CONTRACTOR's issuance to CUSTOMERS. Significant changes to billing statements shall also be approved by the CITY PROJECT MANAGER prior to the issuance to CUSTOMERS.

4.5.3 PAYMENT OPTIONS

The CONTRACTOR shall allow CUSTOMERS to pay their BILL by mail, online, mobile application, phone, in person at the CONTRACTOR's CUSTOMER SERVICE CENTER, or by other new technologies, as approved in writing by the CITY PROJECT MANAGER. Payments at the CUSTOMER SERVICE CENTER shall allow multiple payment options including payment by cash, check, electronic check, money order, credit card, Automated Clearing House (ACH), and other methods and/or technology as they become available, as instructed in writing by the CITY PROJECT MANAGER. The CONTRACTOR's website shall provide CUSTOMERS with multiple payment options including payment by electronic check, credit card, or auto-payment on a

recurring basis. The CONTRACTOR shall also provide CUSTOMERS a method to submit billing questions by email and/or online.

A receipt shall be provided for all financial transactions. CUSTOMERS shall receive their receipt by their choice of paper, electronic, or both methods for all transactions. Receipts shall be compliant with applicable law, including the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c.

4.5.4 CHANGE IN SERVICE LEVELS

If a CUSTOMER requests a change in service level that results in a lower rate, the CONTRACTOR shall adjust CUSTOMER's billing amount within seven (7) days of the date CUSTOMER requested the change regardless of whether or not the CONTRACTOR delivers the appropriate CONTAINERS or modifies the service level within that timeframe. However, if a CUSTOMER requests a change in service level that results in a higher rate, the CONTRACTOR shall adjust the CUSTOMER's billing amount within seven (7) days of the date the change in service level occurred, and the new services rendered.

All billing shall be prorated to reflect changes in service levels.

4.5.5 CUSTOMER CONTRACT TERMINATION

The CONTRACTOR shall submit to the CITY as part of its monthly report, a list of service terminated CUSTOMERS including but not limited to, CUSTOMER names, CUSTOMER addresses, CUSTOMER account numbers, and date of service termination.

4.5.6 REFUNDS FOR INACCURATE BILLINGS

In the event the CONTRACTOR bills any CUSTOMER an amount higher than appropriate for the service type or service level that the CUSTOMER is receiving or an amount higher than the appropriate rate, at any time during the term of this AGREEMENT, for any reason, the CONTRACTOR shall promptly credit the CUSTOMER account for the full amount that was overbilled, retroactive to the date the overbilling began to the date the overbilling was corrected.

Any instance of a CUSTOMER overpaying for any reason, the refund may be in the form of check or account credit, at the CUSTOMER's choice.

4.5.7 DELINQUENT ACCOUNTS

The CONTRACTOR shall be responsible for the collection of payment from CUSTOMERS with delinquent accounts. The CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If a CUSTOMER goes out of business, the CONTRACTOR shall be solely responsible for collecting that debt. The CONTRACTOR shall not assess new

CUSTOMERS for debt from a previous CUSTOMER. The CONTRACTOR shall not charge existing CUSTOMERS in full or in part for debts of other CUSTOMERS.

4.5.8 LATE PAYMENT NOTICE AND SERVICE SUSPENSION

The CONTRACTOR shall bill the ACCOUNT HOLDER monthly, payable upon receipt, with a payment due date of 15 days after receipt. Account balances that are not paid by the due date shall be deemed delinquent and subject to service suspension and late fees. All late fees, reinstatement of service fees, fees associated with CONTAINER removal or replacement, etc. shall be clearly expressed in the CUSTOMER BILL and in each notice issued to the ACCOUNT HOLDER and shall reflect the fees, as defined in Table 7-3.

Upon thirty (30) days after the BILL was issued, if there is no payment, the account balance shall be considered past due. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that the account is past due and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03.

Upon sixty (60) days after the BILL was issued, if there is no payment, the account shall be considered delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing and by phone call that the account is delinquent and non-payment may result in service suspension. This notification shall include a statement of the legal requirements for all COMMERCIAL ESTABLISHMENTS to have Solid Waste services per L.A.M.C., Section 66.03. This notification shall include that the account is 45 days delinquent, that the service may be suspended, and the legal requirement for service but not the past due amount.

No later than seventy-five (75) days after the BILL was issued, the CONTRACTOR may visit the site to identify any potential reasons for non-payment, and identify potential solutions to the issue.

Upon ninety (90) days after the BILL was issued, if there is no payment, the account shall be considered 75 days delinquent. The CONTRACTOR shall notify the ACCOUNT HOLDER in writing that service has been suspended and that CONTAINERS shall be removed from the property unless payment is received within seven (7) days. Regular charges for services provided shall continue to be incurred throughout the period.

After ninety (90) and no later than ninety-seven (97) days after the BILL was issued, the CONTRACTOR may remove any CONTRACTOR-owned equipment from the premise of the delinquent account.

On a monthly basis, the CONTRACTOR shall report to the CITY the status of all delinquent accounts, CONTAINERS removed, suspended service, and reinstated

services, including the documentation of the late payment notification process that took place.

If a CUSTOMER's service is suspended, the CONTRACTOR shall provide written notification to the CITY within twenty-four (24) hours and shall include in this notification the CUSTOMER name and address, original date of billing, date of seventy-five (75) day delinquency notice, amount due, and any unresolved CUSTOMER complaints.

The CITY may require the CONTRACTOR to continue collection services if the CITY determines that there is an unresolved dispute or authorization to take other action has been given by the CITY in writing.

4.5.9 SUSPENDED SERVICE

The CUSTOMER shall continue to incur the regular monthly service fee while service is suspended. This fee shall continue until the time that the CONTAINERS are not at the premises, having been removed due to non-payment.

If service is not reinstated before the next scheduled service date the CUSTOMER is subject to citation for non-compliance with L.A.M.C. Section 66.03, as revised by CITY Ordinance No. 182986.

All fees associated with stopping service due to delinquency and reinstatement are listed in Table 7-3.

4.5.10 REINSTATEMENT OF SERVICE

The CONTRACTOR shall reinstate a discontinued service within forty-eight (48) hours of receipt of the amount past due, commencement of a payment plan, or other corrective action reasonably satisfactory to the CONTRACTOR. The CONTRACTOR may charge a CUSTOMER a fee to reinstate a delinquent account and redeliver CONTAINERS in accordance with Table 7-3.

4.5.11 CONTINUED COLLECTION DURING DISPUTES

The CONTRACTOR shall continue collection services to CUSTOMERS that are delinquent as a result of unresolved legitimate complaints, or are in the process of resolving other disputes with the CONTRACTOR. In the event of a billing dispute, the CONTRACTOR shall inform the CUSTOMER in writing, and document that they are responsible to pay all undisputed fees for services provided, but may withhold payment for disputed items if they constitute a legitimate complaint. If a dispute is resolved and the CUSTOMER is found responsible for payment, the CONTRACTOR may include the fee, identified as a past occurrence in the next billing cycle. If the ACCOUNT HOLDER maintains refusal of payment, it may be considered late for whatever portion of the BILL it is.

A billing dispute under which service shall be continued is defined as occurring when the ACCOUNT HOLDER has paid the undisputed amount, but refuses to pay a partial amount, such as an EXTRA SERVICE charge for which the CUSTOMER disputes legitimacy. This shall be resolved by the CITY based upon the documentation provided by each party.

A dispute over property damage shall not constitute a billing dispute.

ARTICLE 5: DIVERSION AND OUTREACH

5.1 CITY DIRECTED OUTREACH PROGRAM

The CONTRACTOR shall deliver outreach to the CUSTOMER as directed by the CITY. It is the responsibility of the CONTRACTOR to procure all outreach and educational materials. Any materials developed by the CONTRACTOR shall be reviewed and approved by the CITY PROJECT MANAGER, and shall conform to the messaging and outreach plan developed by the CITY.

The CONTRACTOR shall provide multilingual outreach and educational materials to reach affected CITY residents and CUSTOMERS. All CONTRACTOR collateral materials and premiums, at a minimum, shall use recycled paper and/or be made of recycled material. The CONTRACTOR will use 100% post-consumer paper, and procure collateral materials from local businesses.

5.2 WASTE ASSESSMENTS REQUIRED PRIOR TO SERVICE

All CUSTOMERS shall receive an on-site Waste Assessment, by the CONTRACTOR, prior to delivery and service of CONTAINERS under this AGREEMENT.

The purpose of the Waste Assessment is to capture the materials generated at the CUSTOMER location, identify means of increasing waste diversion, and setting goals for future diversion practices. Each onsite Waste Assessment shall include, but is not limited to:

- Pictures of material in all CONTAINERS
- Characteristics of establishment type
- Written recommendations for future Diversion Programs
- Provide outreach and education materials appropriate to the establishment type
- Determination of signage placement
- Determination of any ongoing training needs
- Determination of any access needs
- Documentation of any special service needs, (i.e., seasonal, automated on-call compactor, etc.)

The CITY shall determine any additional information to be captured, and shall authorize the format for required information.

5.2.1 OUTREACH AND EDUCATION FIRST CUSTOMER VISIT

In initial contact with CUSTOMERS, the CONTRACTOR shall provide a welcome packet that includes, but is not limited by, the following items:

- Rate schedules, including EXTRA SERVICES
- CITY contact information for service requests

- Description of the Zero Waste LA Franchise system, including zone, CONTRACTOR name, contact information for billing inquiries, location of CUSTOMER SERVICE CENTER
- Customer Rights and Responsibilities
- Identification of MANDATORY COMMERCIAL RECYCLING and MANDATORY ORGANICS RECYCLING programs, as well as any other waste diversion requirements of state law
- Training schedule for CUSTOMER staff on the CITY's COMMINGLED RECYCLABLES and ORGANICS recycling programs
- Food Rescue program information, if appropriate

These materials will be developed by the CITY and delivered by the CONTRACTOR at the CONTRACTOR's expense.

5.2.2 MANDATORY ORGANICS RECYCLING (AB 1826) ASSESSMENT

When conducting initial CUSTOMER outreach and account setup, the CONTRACTOR shall include an AB 1826 assessment. The assessment shall identify regulated CUSTOMERS under AB 1826 based on the volume of material generated (i.e., 8 cubic yards or more of ORGANICS, 4 cubic yards or more of ORGANICS, 4 cubic yards or more of SOLID WASTE). All existing ORGANICS diversion programs shall be noted and quantified in the Waste Assessment. The CITY will provide AB 1826 assessment questions that shall be included in all initial and new account setup.

5.3 ONGOING WASTE ASSESSMENTS REQUIRED

The CONTRACTOR, at its own expense, is required to provide follow up Waste Assessments at a CUSTOMER's request or on a biennial basis, whichever is more frequent, but not to exceed two visits every 12 months.

5.4 QUARTERLY OUTREACH AND EDUCATION

Each quarter, the CONTRACTOR, at its own expense, will disseminate information to all CUSTOMERS that encourages SOURCE-SEPARATION of COMMINGLED RECYCLABLES and ORGANICS, as well as reminders of the CUSTOMER SERVICE CENTER location, and CITY's CUSTOMER CARE CENTER phone number and website. This communication should be given both electronically and in printed form, and it may be in the form of a newsletter, subject to the review and approval of the CITY PROJECT MANAGER.

5.5 ORGANICS DIVERSION PROGRAM OFFERED TO CUSTOMERS

SOURCE-SEPARATED ORGANICS collection shall be offered to all CUSTOMERS. The CONTRACTOR shall provide continued ORGANICS collection services to all restaurants that have or currently are participating in the CITY'S Restaurant Food Waste Recycling Program at the time of the execution of this AGREEMENT pursuant to the rates provided, for so long as the restaurant chooses to participate.

5.5.1 ORGANICS ALTERNATIVE DAILY COVER PROHIBITED

Processed, SOURCE-SEPARATED ORGANICS shall not be used as alternative daily cover material at a landfill, except as approved in writing by the CITY PROJECT MANAGER.

5.6 CONTRACTOR MANDATORY COMMERCIAL RECYCLING REQUIREMENT

The CONTRACTOR shall make good faith efforts to aid the CITY's compliance with all state recycling regulations throughout the term of the AGREEMENT, as it relates to the services provided under this AGREEMENT.

The CONTRACTOR shall ensure and monitor AB 341 compliance.

The CONTRACTOR shall ensure and monitor the implementation of AB 1826.

5.7 UTILIZATION AND FUNDING OF REUSE ORGANIZATIONS

The CONTRACTOR shall invest in reuse organizations to increase activities in this sector, through direct funding and in-kind services. Funding shall be provided that is equal to at least \$1,000 per 100 CUSTOMER accounts annually. Reuse organizations may include food rescue, as applicable.

Funding shall be provided to non-profit and/or charitable organizations that provide these services. CONTRACTOR shall provide a list of organizations to the CITY PROJECT MANAGER for review and approval before funding is provided. The CONTRACTOR shall promote reuse programs to CUSTOMERS through its outreach and educational campaigns.

Acceptable materials include reusable goods and materials, which may be either new or used. Reusable materials include manufacturing overages, discontinued or surplus items, or other gently used items.

The CONTRACTOR shall submit to the CITY an annual report of financial support including receipts, tonnage estimates, and other documentation of in-kind services and/or cash donations.

5.8 COOPERATION WITH FOOD RESCUE

The CITY believes that the highest and best use for edible food is to feed people. The CONTRACTOR shall not impede the implementation or expansion of edible food placement networks in the City of Los Angeles.

The CONTRACTOR shall partner with an appropriate local non-profit for the redistribution of edible food "Before the Bin." Collection services for foods that are safe for human consumption shall be offered to all CUSTOMERS in coordination with a CITY directed food rescue program. Tonnage estimates from this material stream shall be reported in the CONTRACTOR'S monthly diversion report.

5.9 SOURCE-SEPARATED MANURE SHALL BE RECYCLED

The CONTRACTOR shall offer horse manure collection in BROWN CONTAINERS that are the same shade of brown as the CITY's collection CONTAINERS. This material shall be processed and not disposed. The tonnage from this SOLID RESOURCE stream shall be reported in the CONTRACTOR'S monthly diversion report. Recycling can include but is not limited to:

- Anaerobic Digestion
- Composting
- Organic Worm Farms

5.10 SOLID WASTE REDUCTION REQUIRED

The CONTRACTOR shall reduce the tonnage of SOLID WASTE disposal in accordance with the Disposal Targets listed in Appendix A. The CITY shall determine the CONTRACTOR's annual disposal based on information provided in accordance with this AGREEMENT through the reporting required in the CITY's program. Disposal reduction shall meet the requirements of this AGREEMENT, as described in Appendix A, or shall be subject to Liquidated Damages associated with failure to meet Disposal Targets in the manner described in Section 5.10.5. Any misrepresentation of the materials collected or any provision of services in accordance with this AGREEMENT shall be subject to the Liquidated Damages associated with misreporting data, as described in Table 11-1.

It is the CITY'S intent to maximize Disposal Reduction, as detailed in Appendix A, through source reduction, reuse, food rescue, and processing of BLUE BIN and GREEN BIN materials. As detailed in Article 6 of this AGREEMENT, all facilities utilized under this AGREEMENT shall be certified by the CITY. Through the Facility Certification program, the CITY will require processes that ensure safe working conditions for all SOLID RESOURCE workers. In addition, facilities certified to process SOLID WASTE will be required to process SOLID WASTE through primarily automated processes, "hand sorting" by SOLID RESOURCE workers will not be allowed, except as required for quality control. The CITY PROJECT MANAGER will approve any additional processes, after consultation with the CONTRACTOR.

5.10.1 MEASUREMENT OF DISPOSAL TARGETS AND PROJECTIONS

All tonnage reporting shall comply with the template and IT requirements provided by the CITY.

Disposal tonnage reported by the CONTRACTOR will be tracked, evaluated, and measured in comparison to the Disposal Targets in the Diversion Plan, included in Appendix A.

Any material disposed of at a permitted or non-permitted landfill may be used in the assessment of the Liquidated Damage for failure to meet Disposal Reduction Targets.

The CONTRACTOR shall also report tonnages associated with COMMINGLED RECYCLABLES and ORGANICS on a monthly basis for the purpose of determining Baseline Disposal and Adjustment values.

5.10.2 BASELINE DISPOSAL

The CITY will adjust the Disposal Targets listed in Appendix A, as detailed in this section, based on the actual material collected under the initial twelve (12) months of collection services provided by the CONTRACTOR, commencing on the START OF SERVICE DATE.

Baseline Disposal shall be used to determine Disposal Targets based upon the actual tonnage of SOLID RESOURCES collected through the FRANCHISE SYSTEM. The Disposal Target is the maximum tonnage to be taken to landfill in each year of the AGREEMENT without penalty of Liquidated Damages.

The Baseline Disposal calculation shall be derived by adding the total SOLID RESOURCES tonnage collected during the first twelve (12) months after the START OF SERVICE DATE, reduced by the tonnage of COMMINGLED RECYCLABLES diverted from the existing MultiFamily Residential Recycling Program during the twelve (12) month period prior to the execution of this AGREEMENT. The CONTRACTOR shall ensure accurate SOLID RESOURCES tonnage data in accordance with materials tracking and reporting requirements established in this AGREEMENT.

5.10.3 CONSIDERATION OF DISPOSAL TARGET ADJUSTMENT

In the event that the CONTRACTOR fails to meet the Disposal Targets in accordance with this AGREEMENT due to significant increase in population or land use, changes in the number of new businesses or changes in CUSTOMER types, the CONTRACTOR may request adjustment to the Disposal Target values, in writing to the CITY PROJECT MANAGER. The CITY will reasonably consider Disposal Target adjustment calculations in accordance with the intervals specified in Table 5-1.

CONTRACTOR may also submit mitigating information in writing to the CITY PROJECT MANAGER that includes the following:

- Proof of delivery of services, outreach, and education to all customers
- Multiple attempts to place BLUE BINS and GREEN BINS on customer sites
- Multiple attempts to educate on the proper use of BLUE BINS and GREEN BINS
- Waste characterization showing the progress of moving materials from BLACK BIN to BLUE BIN or GREEN BIN.

The CONTRACTOR shall submit a Disposal Target adjustment request with supporting documentation and justification such as the tonnage tracking reports, number of new businesses, number of businesses with increased service levels, etc. to the CITY for consideration. The adjustment calculation shall follow the same

method as the initial Baseline Disposal calculation using the previous twelve (12) months of SOLID RESOURCES tonnage data, or as defined by the CITY.

The CITY will assess Liquidated Damages at the frequency defined in Table 5-1 in the following Section, and as defined in Section 5.10.5.

5.10.4 CONTRACTOR RESPONSIBLE FOR DISPOSAL

The CONTRACTOR shall track all materials that are collected, processed, and disposed throughout the term of the AGREEMENT. The CONTRACTOR shall be responsible for monitoring the success of their Diversion Programs and the reduction of disposal tonnage throughout the term of the AGREEMENT.

Table 5-1 defines the timeline of monitoring, measuring, and adjustments to the Disposal Reduction Targets, necessary to determine the success of the Diversion Plan and the progress toward Diversion Targets.

Table 5-1: Disposal Targets and Adjustment Schedule

Months From the Start Of Service Date	Diversion Plan Period	Action Taken
0-12	Baseline Period	Determine Baseline Disposal to reflect the actual amount of material collected over the initial 12 month period after the START OF SERVICE DATE.
36-48	Measure Actual Disposal against Disposal Targets	Measure Disposal starting 36 months after the START OF SERVICE DATE and ending 48 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline.
48	Liquidated Damages Assessed	Liquidated Damages Assessed
72-84	Measure Actual Disposal against Disposal Targets	Measure disposal starting 72 months after the START OF SERVICE DATE and ending 84 months after the START OF SERVICE DATE. CONTRACTOR may submit additional information to adjust Baseline.
84	Liquidated Damages Assessed	Liquidated Damages Assessed
108	Determine Disposal Targets for Potential Contract Renewal	Determine Disposal Targets for each Zone in the case of renewal of the AGREEMENT.

5.10.5 DISPOSAL TARGET LIQUIDATED DAMAGES

Prior to the proposed assessment of Liquidated Damages, CONTRACTOR shall have the option to request in writing, and CITY shall reasonably consider, an adjustment in disposal baseline as described in Section 5.10.3. Liquidated Damages associated with actual disposal tonnage exceeding the adjusted Disposal Targets shall be assessed in 100 ton increments, beginning at 1,000 tons disposed above the disposal targets. Failure to meet the adjusted Disposal Targets shall result in Liquidated Damages of \$100,000 for the first 1,000 tons, and \$10,000 for every 100 tons thereafter. Each additional 100 tons shall be considered, with amounts less than 100 tons rounded down, i.e., 4,103 tons counted for 4,100 tons, 1,395 tons

considered 1,300 tons, 2,255 tons considered 2,200 tons, etc. CONTRACTOR shall have the right to appeal per Section 11.2.

5.11 MONTHLY MEETINGS AND PERIODIC TRAINING

Outreach and messaging for the services provided under this AGREEMENT must be consistent throughout the CITY. The CONTRACTOR shall attend monthly meetings with the CITY to review customer site visit data, and will make field staff available for training at the CITY PROJECT MANAGER'S request.

5.12 MATERIALS REPORTING

5.12.1 TONNAGE REPORTS

The CONTRACTOR shall provide a written report on the tonnage of all material generated in the CITY that is collected on a monthly basis, including the location of the collections. This reporting shall comply with the formats and templates provided by the CITY. Failure to submit tonnage reports shall be subject to Liquidated Damages as listed in Table 11-1.

5.12.2 WASTE CHARACTERIZATION REQUIREMENTS

At an interval defined by the CITY, the CONTRACTOR shall provide a Waste Characterization of representative samples of BLACK BIN, BLUE BIN, and GREEN BIN material collected in each FRANCHISE ZONE serviced. Each characterization shall include samples from materials taken from at least four (4) CUSTOMER types (i.e., malls, retail, restaurants, office spaces, HOSPITALS, large venues, manufacturers, industrial, residential, mixed-use, etc.). Samples shall be taken from different areas in each FRANCHISE ZONE and conducted on no less than one half of one percent (0.5%) of the weekly tonnage collected in the FRANCHISE ZONE. CONTRACTOR will present the sampling plan in writing for the CITY PROJECT MANAGER review and approval, and allow CITY staff to be present for the sampling and characterization process.

The results of the Waste Characterizations shall conform to the forms and templates provided by the CITY and shall include the volume and weight of each material type present as well as sample photographs.

5.12.3 REUSE REPORTS REQUIRED

On a monthly basis, as defined by the CITY, the CONTRACTOR shall submit a written report aggregating all available information for the tonnage associated with all reuse programs. This report shall conform to the formats and templates provided by the CITY and include information for material type, reuse organization, and intended use.

ARTICLE 6: FACILITIES AND FACILITY DEVELOPMENT

6.1 USE OF PRIMARY AND SECONDARY CERTIFIED FACILITIES

The CONTRACTOR shall deliver all SOLID RESOURCES collected under this AGREEMENT to the CERTIFIED FACILITIES listed in Appendix B: Facility Utilization Plan, or as approved by the CITY for all material streams collected under this AGREEMENT, including SOLID WASTE, SOURCE-SEPARATED RECYCLABLES, COMMINGLED RECYCLABLES, ORGANIC WASTE, or any combination thereof. The written Facility Utilization Plan shall include secondary or alternate facilities to be utilized in the event a facility is unable to accept material. Failure to deliver SOLID RESOURCES to a CERTIFIED FACILITY will result in Liquidated Damages in accordance with Table 11-1.

The CONTRACTOR shall pay all costs associated with the transfer, transportation, processing, composting, disposal, and marketing of SOLID RESOURCES collected under this AGREEMENT.

6.2 FACILITY CERTIFICATION

All facilities used for the transfer, processing, and disposal of SOLID RESOURCES shall meet the CITY's Facility Certification Program requirements and maintain the certification in good standing while they are utilized under this AGREEMENT.

The CITY shall determine the diversion rate for each commodity stream: BLACK BIN, BLUE BIN, GREEN BIN, BROWN BIN, at each CERTIFIED FACILITY. The CITY will use the determined diversion rates to calculate disposal and disposal reduction. CONTRACTOR will include in its facility contracts the ability for CITY-directed waste characterizations. These characterizations will be at a frequency and method determined by the CITY after consultation with CONTRACTOR.

6.3 CONTRACTOR-INITIATED CHANGE IN CERTIFIED FACILITY

The CONTRACTOR shall not change its selection of Facilities, listed in Appendix B, without the written approval of the CITY PROJECT MANAGER. If the CONTRACTOR elects to use a CERTIFIED FACILITY that is different from the CERTIFIED FACILITIES listed in Appendix B, the CONTRACTOR shall request written approval from the CITY PROJECT MANAGER prior to its use. The CONTRACTOR shall bear any increased costs associated with a CONTRACTOR-initiated change as listed in this AGREEMENT. A request to change an approved facility caused by CITY decertification or failure of the facility to attain CITY certification shall be deemed as a CONTRACTOR-initiated change.

6.4 DIRECT RECYCLABLES TO LOCAL MARKETS

The CITY has the right to direct post-processing recyclables collected under this AGREEMENT from a PROCESSING FACILITY to local businesses at fair market prices.

The determination of fair market prices shall be based on CONTRACTOR's existing arrangements for marketing of recyclables. Local markets shall include businesses operating within the boundary of the CITY that use recyclable materials (i.e., paper, plastic, metals, and glass) for community, environmental, and economic benefits. The CONTRACTOR shall work directly with local businesses in terms of pricing and transportation arrangement. The CONTRACTOR shall include this provision in their agreements with CERTIFIED FACILITIES.

6.5 UTILIZATION OF CLARTS

The CONTRACTOR shall deliver all SOLID WASTE collected under this AGREEMENT to the CITY's Central Los Angeles Recycling and Transfer Station (CLARTS). In the event CLARTS is unable to accept SOLID WASTE the CONTRACTOR shall utilize the backup SOLID WASTE disposal and transfer CERTIFIED FACILITIES. The CITY PROJECT MANAGER may approve the use of other CERTIFIED FACILITIES for the transfer and disposal of SOLID WASTE, as determined necessary by the CITY PROJECT MANAGER to ensure the efficient collection, transportation and disposal of SOLID WASTE.

The per ton charge (Tip Fee) at CLARTS shall be set at a maximum amount of \$60 for transfer and disposal, and \$11 for transloading, beginning in fiscal year 2017-2018. These fees shall be increased annually according to the terms of Section 7.3. If, at any time during the term of this AGREEMENT, private hauler customers at CLARTS are charged a lower Tip Fee rate than calculated under this Section, the CONTRACTOR shall be entitled to the lower rate. The CONTRACTOR shall ensure that SOLID RESOURCES, delivered to CLARTS for transloading, are collected from CLARTS within two hours of CITY notification. SOLID RESOURCES not collected within two hours of CITY notification will charged the per ton tip fee for transfer and disposal.

It is the CITY's intent to process ORGANICS collected under this AGREEMENT at CLARTS. The CITY shall notify the CONTRACTOR in writing when CLARTS is able to accept and process ORGANICS. The CONTRACTOR must begin delivery of all ORGANICS collected to CLARTS within 90 days of the CITY's notification. The Tip Fee at CLARTS may not exceed the Tip Fee being charged at the CONTRACTOR's primary ORGANICS facility, including CONTRACTOR's transfer cost as applicable, as of the date of first delivery to CLARTS, or the CONTRACTOR may continue to utilize their primary ORGANICS facility. The Tip Fee rate at CLARTS shall be increased annually according to the terms of Section 7.3.

6.6 DISPOSAL OF COMMINGLED RECYCLABLES PROHIBITED

Except as expressly authorized herein, the CONTRACTOR shall not dispose of any COMMINGLED RECYCLABLES or SOURCE-SEPARATED RECYCLABLES that have been collected in the CITY. Such materials shall be sold or otherwise used for a beneficial purpose.

Rejects and Residue shall be beneficially reused or delivered to a CERTIFIED FACILITY for disposal.

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ARTICLE 7: RATES AND FEES

7.1 FALSE CLAIMS ACT

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

7.2 RATES CHARGED TO CUSTOMER FOR SERVICE

The CONTRACTOR shall bill all CUSTOMERS at Rates not to exceed those specified in Appendix C and Table 7-3. The CONTRACTOR shall be solely responsible for collecting BILL payments from CUSTOMERS. Billing shall be performed on the basis of services rendered, including the BASE RATE, ORGANICS rates and EXTRA SERVICES, as applicable.

7.2.1 BASE RATE

The minimum service level for CUSTOMERS shall be a 96 gallon BLACK BIN and a 96 gallon BLUE BIN collected once per week. Additional service days and additional capacity BLACK BINS shall be charged according to the Rate Schedule in Appendix C.

For example, if a CUSTOMER has two (2)-3 yard BLACK BINS collected once per week, this BLUE BIN service level is assumed to be at least two (2)-3 yard BLUE BINS collected once per week or equivalent volume. Scenarios for variations of this example include:

- Additional Frequency for BLUE BINS: If either or both of the BLUE BINS are to be collected at a greater frequency, the additional collections are subject to an additional collection fee, as identified in Appendix C.
- Additional Frequency for BLACK BINS: If either or both of the BLACK BINS are to be collected at a greater frequency, the additional collections constitute an increase in the BASE RATE, and thereby include an equal increase in the service level.
- Additional Volume of BLUE BINS: If either or both of the CONTAINERS for COMMINGLED RECYCLABLES are to be a greater volume than the BLACK BIN, the additional volume is to be provided at no additional charge and at no change to the BASE RATE.
- Additional Volume of BLACK BINS: If either or both of the BLACK BINS are to be a greater volume, the additional volume constitutes an increase in the BASE RATE, and thereby include an equal increase in the service level, as identified in Appendix C.

7.3 ANNUAL RATE COMPENSATION ADJUSTMENT

Annual rate adjustments shall be based on the total unit costs for each service level upon CONTRACT EXECUTION, adjusted each year using a weighted price index. The weighted index shall also be used to adjust EXTRA SERVICES charges. The first annual rate adjustment shall be effective January 1, 2018.

The weighted index is as follows:

$$1 + ((0.48 \times \% \text{change in ECI-TTU}) + (0.40 \times \% \text{change in PPI-SW}) + (0.12 \times \% \text{change in PPI-T}))$$

where “% change” is the percentage change in the index from the previous year. ECI-TTU, PPI-SW, and PPI-T are price indices computed and published by the U.S. Department of Labor, Bureau of Labor Statistics and the Saint Louis Federal Reserve. They are officially defined as follows:

- ECI-TTU is the Employment Cost Index for Total Compensation by Occupational Group and Industry for Private Industry Worker, Service Producing Industries, Trade, Transportation, and Utilities, seasonally adjusted, (Dec. 2005=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index captures year over year changes in the cost of labor and general operating costs in industries such as solid waste collection.
- PPI-SW is the Producer Price Index for Solid Waste Collection (PCU562111562111), U.S. City Average, as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of goods and services purchased by consumers. For the purposes of the weighted index, it is used as a proxy for year over year changes to disposal and processing costs.
- PPI-T is the Producer Price Index for Transportation Industries (PCUATRANSATRANS) as published by the Saint Louis Federal Reserve. This index captures year over year changes in the cost of owning, operating, and maintaining vehicles such as solid waste collection vehicles.

The following tables provide example calculations for the adjustment of the BASE RATE unit cost for a 3 cubic yard bin collected once per week, denoted as 3-1-1, at the end of the first and second years of the FRANCHISE SYSTEM.

Table 7-1: End of First Year Adjustment (Example)

	ECI-TTU	PPI-SW	PPI-T
Beginning of Year Index	100	100	100
End of Year Index	102	104.5	103
Percent Change in Index	2.0%	4.5%	3.0%
Weight	0.48	0.40	0.12
Weighted Change in Index	0.96%	1.80%	0.36%
Weighted index	3.12%	←Sum of weighted change in indices	
Beginning Year 3-1-1	\$ 185.00		
New 3-1-1	\$ 190.74		

Table 7-2: End of Second Year Adjustment (Example)

	ECI-TTU	PPI-SW	PPI-T
Beginning of Year Index	102	104.5	103
End of Year Index	107	108	105
Percent Change in Index	5.0%	3.5%	2.0%
Weight	0.48	0.40	0.12
Weighted Change in Index	2.40%	1.40%	0.24%
Weighted index	4.04%	←Sum of weighted change in indices	
Beginning Year 3-1-1	\$ 190.77		
New 3-1-1	\$ 198.40		

Except as provided below in this Article 7, the weighted index presented above shall be the sole basis for regular adjustments to unit costs and rates. The annual adjustment to unit costs (and rates) shall never be less than 0 percent or greater than 5 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustments remain within the above range.

The PPI-SW and PPI-T are available for October of each year. ECI-TTU is published quarterly. The percent changes in the PPT-SW and the PPI-T shall be computed using the current and prior year October values for these indices. The percent change in the ECI-TTU shall be computed using the current and prior year

September values for these indices. New rates will be calculated in November of each year, and published for the next calendar year in late November.

7.3.1 ADJUSTMENTS FOR CHANGE IN LAW

In the event of a change in law, limited to changes in applicable federal, state or local laws and regulations subsequent to the START OF SERVICE DATE governing CONTRACTOR's delivery of the SOLID RESOURCES services pursuant to this AGREEMENT or the imposition of new or increased government fees or assessments, CONTRACTOR shall be entitled to an adjustment of rates. This written request for adjustment will be submitted by the CONTRACTOR to the CITY PROJECT MANAGER on no more than an annual basis, which will be accompanied by an analysis of the impacts on rates. The CITY's approval shall be subject to negotiation with the CONTRACTOR and all FRANCHISEES to ensure continued uniform rates, but will not be unreasonably withheld. As used herein, "change in law" does not include changes in the federal or state or local minimum wage laws, changes in federal or state income tax laws, changes in CONTRACTOR's fuel costs, changes in market price indices for sales of recyclables materials or changes in any labor rates.

7.3.2 ADJUSTMENTS FOR BLUE BIN COSTS

The CITY maintains contracts to process BLUE BIN material it collects through its curbside collection operations. In the event that the CITY's overall contract revenue averages less than \$0 per delivered ton for BLUE BIN material, CONTRACTOR shall be entitled to an adjustment of rates during the next adjustment period, as calculated by the CITY PROJECT MANAGER.

7.3.3 ADJUSTMENTS FOR IMPLEMENTING ORGANICS COLLECTION

The CITY recognizes that developing and implementing an ORGANICS collection program presents unique challenges and increased cost to the CONTRACTOR. To compensate for the challenges and cost of implementing the ORGANICS program, the CONTRACTOR shall be entitled to two (2) extra rate compensation adjustments in addition to the annual weighted price index adjustment. Effective January 1, 2019, the rates shall increase by 3 percent, above the calculated weighted price index. Effective January 1, 2020, the rates shall increase by an additional 3 percent, above the calculated weighted price index. All other rates, charges, and fees payable to the CONTRACTOR under the AGREEMENT shall also be increased by 3 percent effective January 1, 2019, and January 1, 2020, respectively.

7.3.4 RATES LOOK BACK

Sixty (60) months after CONTRACT EXECUTION, and every sixty (60) months thereafter, CONTRACTOR may request that the Director of Sanitation review the basis for the existing rate structure, and determine the need for a rate adjustment due to CONTRACTOR's overall cost of service under this AGREEMENT, not to exceed three (3) percent. This analysis will take into consideration any cost of service increase beyond those items and indices in Section 7.3. The CITY's approval will be

subject to negotiation with all FRANCHISEES and the CONTRACTOR to ensure the continuation of uniform rates.

7.4 EXTRA SERVICES

The CITY has established the following list of EXTRA SERVICES, which the CONTRACTOR shall offer their CUSTOMERS at the accompanying rate. Any services not listed in Table 7-3 shall be provided at no extra cost to the CUSTOMER, unless there is prior written approval from the CITY PROJECT MANAGER. EXTRA SERVICES fees shall be increased annually in accordance with the formula specified in Section 7.3.

Table 7-3: Extra Collection Services and Associated Fees

Extra Service	Condition Under Which Fee Applies	Total Fee
Locks		
Gravity lock installation – per CONTAINER	CUSTOMER request – one-time fee per CONTAINER	\$100 for purchase and installation
Lock bar installation – per CONTAINER	CUSTOMER request – one-time fee per CONTAINER	\$100 for purchase and installation
Locks for CONTAINERS – per lock	CUSTOMER request – one-time fee per lock	\$10
Unlocking and locking CONTAINERS – per CONTAINER	CUSTOMER request – per CONTAINER per collection event	No charge
Entering Secured Building, unlocking and locking gates	Per collection event	\$10
Distance / Access		
Distance Charge, between 100-200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location	Site requirement per CONTAINER per collection event	\$25
Distance Charge, over 200 ft, as measured from the CUSTOMER's property line to the path of travel to the BINS' permanent location	Site requirement per CONTAINER per collection event	\$35
Blocked Access – Requiring Return or Delay	Driver observation, document with picture and note uploaded to CONTRACTOR's and the CITY's CRM in REAL TIME and notify the CUSTOMER within two (2) hours	\$50
Supplemental Cleaning		
Cart Cleaning (after one free cleaning/year)	CUSTOMER request – Fixed Fee Per CONTAINER	\$15
CONTAINER Pressure Wash/Steam Cleaning (after one free cleaning/year)	CUSTOMER request – Fixed Fee Per CONTAINER	\$30
Graffiti Removal from CUSTOMER-owned CONTAINERS	Driver observation or by request for removing graffiti from the CUSTOMER-owned CONTAINERS	\$25

Extra Service	Condition Under Which Fee Applies	Total Fee
Graffiti Removal from CONTRACTOR-owned CONTAINERS	CUSTOMER request to removing graffiti from the CONTRACTOR-owned CONTAINERS in excess of three times per every 12 months, in accordance with Section 3.20.5.1.	\$25
COMPACTOR CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year)	CUSTOMER request – Fixed Fee Per CONTAINER	\$150
ROLL OFF CONTAINER Pressure Washing/Steam Cleaning (after one free cleaning/year)	CUSTOMER request – Fixed Fee Per CONTAINER	\$150
CONTAINER Replacement/Repair		
Repair or Replacement of CUSTOMER Owned CONTAINER(S)	CUSTOMER request; Time and Materials Fee; CONTRACTOR may direct replacement for safety and/or operational reasons; CONTRACTOR shall submit a list of replacements and deliver it with the monthly written report. The list shall include a description of why the CONTAINER was replaced, including pictures detailing the necessity of replacement	\$60 per repair hour plus materials, no charge for pick-up and delivery
Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – CUSTOMER Error	CUSTOMER request or CONTRACTOR decision, with documentation supporting that the CUSTOMER is responsible for the damage to the CONTAINER	\$60 per repair hour plus materials, no charge for pick-up and delivery
Repair or Replacement of CONTRACTOR Owned CONTAINER(S) – Normal Wear and Tear or CUSTOMER Error	CUSTOMER request or CONTRACTOR decision	No charge
Changing CONTAINERS for an Increase or Decrease in Level of Service	CONTRACTOR shall submit a written list of replacements and deliver it with the monthly report. The list shall include a description of the service level change.	No charge
Overflow of Materials and Contamination		
Overfill Charge	Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5	\$25 per occurrence
Overweight Charge	Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, notify CUSTOMER within 2 hours, and otherwise follow the conditions and procedures described in Section 3.5	\$100 per occurrence
Contamination Fee	Observation and Documentation, following the procedure described in Section 3.5.	\$50 per occurrence
Hazardous, Radioactive, or Biomedical Waste Contamination Charge	Driver observation, document with picture and note uploaded to the CITY's CRM in REAL TIME, and notify CUSTOMER within 2 hours	\$100 per occurrence
Other Fees		
Collection of Bulky Waste from COMMERCIAL ESTABLISHMENT not subject to CITY Multifamily Bulky Item Fee – Per Item	CUSTOMER request – Fixed Fee Per Item	\$30

Extra Service	Condition Under Which Fee Applies	Total Fee
Idle Time Charge	If driver has to wait due to a CUSTOMER created delay in excess of 15 minutes (documented using GPS technology) and with a note uploaded into the CITY's CRM in REAL TIME	\$15 per every 15 minutes
Sunday Service	CUSTOMER Request	50% over Monday-Saturday Service
Administrative Fees		
Return Payment Fee	CUSTOMER remits payment using check rejected due to insufficient funds or remits payment using a credit card or electronic payment that is declined	\$25
Late Payment Fee (>30 days overdue)	CUSTOMER inaction	\$5 or 1.5% of the debt/month, whichever is greater
CONTAINER Removal Fee	CONTAINER is removed from service location due to CUSTOMER non-payment	\$5 per CONTAINER
Re-instatement of Account Fee	CUSTOMER request – Fixed Fee	\$70 per account
CONTAINER Delivery	Delivery fee for each CONTAINER brought to the CUSTOMER as part of the reinstatement	\$25 per CONTAINER
Compactors Less than 8 cubic yards	Additional compensation, above the Base Rate, for the collection of compactors less than 8 cubic yards in size.	\$8.00 per cubic yard of collection

7.5 RECYCLING NOT PROVIDED (RNP) FEE

The CONTRACTOR shall bill CUSTOMERS the BASE RATE, based on a CUSTOMER's SOLID WASTE needs. In the event that a CUSTOMER refuses BLUE BIN service, BLUE BIN service is not provided, or the service level of the BLUE BIN falls below the minimum ratio of 50%, the CONTRACTOR shall remit to the CITY the portion of the BASE RATE for RNP, as detailed in Appendix C. The RNP shall not be calculated or remitted before the START OF SERVICE date.

The minimum service level ratio is that the BLUE BIN service shall be at least fifty percent (50%) by volume of BLACK BIN service and shall not be less than 96 gallons. This ratio is for total service volume associated with the BASE RATE, including CONTAINER volume and collection frequency. Failure to provide the minimum level of service for COMMINGLED RECYCLABLES shall be considered equivalent to not providing COMMINGLED RECYCLING service, and the CONTRACTOR shall be liable for the RNP Fee. CONTRACTOR may present evidence for exceptions, and the CITY PROJECT MANAGER may consider exceptions to the volume requirements for specific customers, but BLUE BIN service must be provided.

The RNP Fee shall be based on the CUSTOMER's level of service for SOLID WASTE. The CONTRACTOR shall remit the RNP Fee in accordance with in Appendix C.

For example:

- A CUSTOMER receiving 4 yard BLACK BIN service once per week shall receive an equivalent of 2 yard BLUE BIN service per week in order to meet the required ratio.
- A CUSTOMER receiving 4 yard BLACK BIN service once per week receiving a 1 yard BLUE BIN service, or a 96 gallon CART for COMMINGLED RECYCLABLES shall be considered below the required ratio, and the RNP established in Appendix C associated with a 4 yard BLUE BIN shall be remitted to the CITY.

The CONTRACTOR shall remit the RNP FEE quarterly, and payment shall be paid to the CITY and is due on or before thirty (30) days following the end of each calendar quarter in which the BLUE BIN services were not provided, with the quarterly fee payment schedule. This remittance shall be accompanied by a RNP form as designated by the CITY. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

7.6 FRANCHISE FEE

The CONTRACTOR shall pay a quarterly FRANCHISE FEE equal to 4.32 percent of the GROSS RECEIPTS, net of Franchise and AB 939 Fees, billed to all CUSTOMERS for BASE RATE services provided, and 10 percent of the GROSS RECEIPTS, net of Franchise and AB939 Fees, billed to all CUSTOMERS for all other services provided under this AGREEMENT. Payment of the FRANCHISE FEE shall commence the calendar quarter following the CONTRACT EXECUTION. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE-SEPARATED recyclables. The initial payment of the fee shall be based upon the GROSS RECEIPTS during the period of time from the CONTRACT EXECUTION to the beginning of the next calendar quarter.

FRANCHISE FEES are payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the GROSS RECEIPTS are billed.

The payment of FRANCHISE FEES shall be made to the CITY, and shall be separate from and in addition to the AB 939 COMPLIANCE FEE, and any CITY Business Taxes or other taxes, fees or charges imposed by applicable law due for the same period. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1

FRANCHISE FEES not paid on or before the thirtieth (30th) day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent 30 days that payment of the fee owed is not received by the CITY, with a maximum of 50% of the initial delinquent amount.

7.6.1 STUDIO SERVICES FRANCHISE FEE

The CONTRACTOR shall pay a quarterly, FRANCHISE FEE equal to ten percent (10%) of the GROSS RECEIPTS, net of Franchise Fees and AB 939 Fees, billed to Studios for services covered under this AGREEMENT. GROSS RECEIPTS exclude any amounts received from the sale of COMMINGLED RECYCLABLES or SOURCE SEPARATED recyclables.

7.7 AB 939 COMPLIANCE FEE

The Contractor shall remit to the CITY the AB 939 COMPLIANCE FEE in accordance with L.A.M.C. Section 66.32. AB 939 fees are not applicable to the Extra Collection Services and Associated Fees shown in Table 7-3. Failure to pay any fees in accordance with this AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

ARTICLE 8: TRANSITION

The CITY requires a strategic and holistic service implementation that minimizes CUSTOMER impact and provides an excellent foundation upon which to build the CITY's Zero Waste program and support the CITY's efforts.

The CONTRACTOR PROJECT MANAGER shall be directly involved in monitoring the transition. The TRANSITION PERIOD starts on the date of CONTRACT EXECUTION. The CONTRACTOR PROJECT MANAGER shall receive daily updates, attend weekly update meetings, coordinate with key transition management and operations staff within their organization, other FRANCHISEES, and the CITY and immediately address any issues that arise.

The CONTRACTOR PROJECT MANAGER shall attend, at a minimum, weekly mandatory transition meetings. The CITY PROJECT MANAGER shall determine the frequency and subject matter of all transition meetings. The CONTRACTOR PROJECT MANAGER shall attend all transition meetings with CITY staff. The CONTRACTORS and the CITY will hold the first transition meetings within seven (7) days after the execution of this AGREEMENT. Transition meetings shall occur at a minimum of weekly thereafter until six (6) months after the CITY NOTIFICATION, unless otherwise approved by the CITY.

8.1 INITIAL CUSTOMER CONTACT

The CONTRACTOR, and its SUBCONTRACTORS, shall not contact CUSTOMERS regarding the FRANCHISE SYSTEM prior to the CITY NOTIFICATION to CUSTOMERS, unless otherwise instructed by the CITY. The CITY NOTIFICATION process will be a staged announcement to all known accounts within the CITY announcing the FRANCHISE SYSTEM and introducing the FRANCHISEES.

The only CUSTOMER contact permitted between the date of the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION is to administer existing accounts that the CONTRACTOR services within the CITY, and to provide service to any accounts abandoned by the incumbent hauler, as detailed in Section 8.5.

The CONTRACTOR shall not begin billing CUSTOMERS for services provided under this AGREEMENT prior to the CONTRACTOR NOTIFICATION date.

8.2 TRANSITION MILESTONES AND DEADLINES

The Transition begins upon the CONTRACT EXECUTION. The CONTRACTOR shall meet all Transition Milestones and deadlines listed in this Article. The CITY assumes a minimum of 150 days between the CONTRACT EXECUTION and the CONTRACTOR NOTIFICATION. The CITY PROJECT MANAGER may modify the CITY NOTIFICATION, CONTRACTOR NOTIFICATION, and START OF SERVICE dates to account for the actual date of CONTRACT EXECUTION.

Table 8-1: Transition Milestones and Deadlines

Task Category	Task Title	Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT)
Major Milestones	CITY NOTIFICATION (initial notification by the CITY to CUSTOMERS announcing the coming program, and the CONTRACTOR awarded the FRANCHISE ZONE)	6/1/2017
	CONTRACTOR NOTIFICATION (First CUSTOMER contact allowed under this AGREEMENT)	7/1/2017
	START OF SERVICE (The commencement of service to all known CUSTOMERS under this AGREEMENT)	1/1/2018
General Transition Tasks	Weekly meetings with CITY staff on outreach and outreach material begins.	7 days
	The CONTRACTOR shall submit to the CITY a written draft Comprehensive Master Transition Schedule.	7 days
	Provide CITY with Illness and Injury Prevention Program Plan.	7 days
	Commencement of weekly Transition Team Meetings	7 days
	CONTRACTOR's Franchise website complete and ready for field testing	60 days
	All field reporting software and associated hardware is installed and fully functional. If applicable, tablets are functional and software is ready for field testing.	60 days
	IT interface testing completed.	60 days
	The CONTRACTOR shall have its mobile application (app) working and available for field testing.	90 days
	Customer Service Center/Customer Care Center in each awarded zone open for business.	7/1/2017
	Billing System in place, tested, and ready for use	7/1/2017
	Problem resolution resources, scripts, and procedures in place	7/1/2017
	The CONTRACTOR shall have website working and available for all CUSTOMERS.	7/1/2017
Customer Outreach, Waste Assessments, and Agreement (Account Set Up)	Provide the CITY with CONTRACTOR's written Contingency and Disaster Recovery Plan.	30 days
	Weekly Outreach and Education planning meetings	7 days
	CONTRACTOR outreach and education begins.	7/1/2017
	Complete Waste Assessments with all known CUSTOMERS	1/1/2018
	Service Agreements Contracts with all known CUSTOMERS executed.	1/1/2018

Task Category	Task Title	Milestone/Deadline (Unless otherwise noted days are calendar days to complete from execution of AGREEMENT)
Staffing and Training	Identify staffing to handle Abandoned Accounts for immediate servicing and account transition prior to the CONTRACTOR NOTIFICATION date	7 days
	Recruit and hire management positions.	7 days
	Recruit and hire Call Center staff and operation plan completed.	5/1/2017
	Customer Service Staff training completed.	6/1/2017
	Hire and train all staff necessary for education, outreach, Waste Assessments, and account setup.	6/1/2017
	Recruit, hire and train Operations Supervisors	6/1/2017
	Recruit, hire and train collection services staff, including Supervisors, Drivers, mechanics, and office support staff, etc.	7/1/2017
Vehicles and Equipment	Supplier/Manufacturer Agreement(s) for COLLECTION VEHICLE procurement completed.	30 days
	Agreements with all Equipment and/or Property Leasing Companies completed.	60 days
	Agreements with CONTAINER supplier(s) completed.	90 days
	All COLLECTION VEHICLES are ready for service.	7/1/2017
	CONTAINER delivery and old container removal completed for known customers.	1/1/2018

The CONTACTOR shall meet the Transition Milestones and Deadlines listed in Table 8-1.

8.3 MASTER TRANSITION SCHEDULE

The CONTRACTOR shall prepare a MASTER TRANSITION SCHEDULE for each FRANCHISE ZONE. The MASTER TRANSITION SCHEDULE shall be drafted with the input of the CITY and shall be subject to the CITY's approval. The MASTER TRANSITION SCHEDULE shall be finalized and submitted to the CITY within 7 days of the execution of this AGREEMENT, in the required CITY format. The MASTER TRANSITION SCHEDULE shall incorporate all the Transition Milestones and Deadlines provided in this Article and shall provide detailed plans and timelines associated with the implementation of each aspect of the program. The MASTER TRANSITION SCHEDULE shall contain sufficient details to clearly define the

approach and tasks necessary to meet the requirements of this AGREEMENT, as well as task start and completion dates, progress metrics, and the name and phone number of CONTRACTOR staff responsible for each task.

The MASTER TRANSITION SCHEDULE shall include at minimum:

- Transition Staffing and Training Plan
- Information Technology Plan
- Vehicle and Equipment Procurement Plan
- Transition Diversion Outreach and Education Plan
- Account Set-up Plan
- CUSTOMER Transition following the CONTRACTOR NOTIFICATION date
- Existing Customer handoff to other FRANCHISEES
- CONTAINER Delivery Plan

In collaboration between the CONTRACTOR, all FRANCHISEES, and the CITY, the MASTER TRANSITION SCHEDULE may be modified from time to time in order to provide a smooth transition of services. The CONTRACTOR and the CITY shall also continually review and assess progress of the implementation of the MASTER TRANSITION SCHEDULE as necessary throughout the process.

8.4 TRANSITION STAFFING AND METRICS

The CONTRACTOR shall secure the necessary transition staff to meet all the requirements of this AGREEMENT. At minimum, for the Transition Period, starting July 1, 2017, the CONTRACTOR shall provide four (4) full time equivalent (FTE) staff per 1,000 accounts serviced under this AGREEMENT, responsible for outreach, education, CUSTOMER training, and waste assessments. The values of FTEs will include the primary CONTRACTOR's staff and SUBCONTRACTOR's staff, as noted, as well as full-time and part-time employees; one FTE is equivalent to 2000 hours per year.

8.5 ABANDONED ACCOUNTS

In the time between the execution of this AGREEMENT and CONTRACTOR NOTIFICATION, FRANCHISEES shall collaborate with the CITY and other FRANCHISEES to plan and implement a smooth transition of accounts.

The CONTRACTOR shall provide SOLID RESOURCES collection services to any account within its FRANCHISE ZONE abandoned by the incumbent hauler after the execution of a FRANCHISE AGREEMENT or renewal.

The CONTRACTOR shall use reasonable business efforts to establish service to the account within one (1) business day of being notified by the CITY or CUSTOMER of an Abandoned Account, and shall notify the CUSTOMER and the CITY when service begins.

The CONTRACTOR shall begin service to Abandoned Accounts under the same service rate and service level that the customer had with the incumbent hauler (documented by a written agreement or prior bills with the prior hauler provided by the Abandoned Account) until the CONTRACTOR NOTIFICATION DATE. If no such prior service agreement is found, the CONTRACTOR shall establish a new service agreement with the customer; charging based on the BASE RATE associated with the existing SOLID WASTE service level, less the RNP fee, and shall remit the associated FRANCHISE FEES to the CITY.

The CONTRACTOR shall serve notice to any identified incumbent hauler regarding the disposal of incumbent property (i.e., containers, locks, etc.) that is associated with the Abandoned Account.

8.6 CONTINUED SERVICE OF EXISTING CUSTOMERS

The CONTRACTOR shall not stop service to any existing account within the CITY prior to the date specified in the MASTER TRANSITION SCHEDULE. The CONTRACTOR shall not abandon any account in the CITY, or terminate an account without coordination with the FRANCHISEE awarded the account, or shall be subject to Liquidated Damages associated with the Implementation of Franchise Services in Table 11-1.

8.6.1 TRANSITIONING ACCOUNTS TO OTHER FRANCHISEES

The CONTRACTOR shall participate in the smooth and orderly transition of existing CONTRACTOR customers in the CITY, not serviced under this AGREEMENT, to other FRANCHISEES. All accounts serviced by CONTRACTOR shall follow a coordinated transition, as approved by the CITY, and in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall cooperate with the CITY to obtain permission to transfer all customers access keys, electronic openers, and access codes for all existing accounts within the CITY and not subject to this AGREEMENT to the CITY or the new provider. Every key, electronic opener and access code shall be clearly marked with the customer's name, address, and access point.

8.7 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the CITY choose not to exercise the renewal options of this AGREEMENT or should no renewal options remain, the CITY anticipates awarding a new agreement at least six (6) months prior to the expiration of this AGREEMENT. In the event a new agreement has not been awarded within such timeframe, the CONTRACTOR shall continue to provide FRANCHISE SERVICES in accordance with the terms of Article 14 of this AGREEMENT.

The CONTRACTOR shall allow the CITY's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, CONTRACTOR's CONTAINERS. The terms, purchase price and/or rental fee will be negotiated and mutually approved by

the CONTRACTOR and newly selected FRANCHISEE. The CONTRACTOR shall act in accordance with an agreed upon timeline for any future transition of collection services of the FRANCHISE ZONE(S) for which they have entered into this AGREEMENT.

Prior to the expiration of this AGREEMENT, the CITY may develop a plan for the purchase of the CONTAINERS provided by the CONTRACTOR under this AGREEMENT. The CITY may pay the Fair Market Value for any CONTAINERS that the CITY wishes to purchase from the CONTRACTOR, or follow the process discussed in Section 15.3

Prior to the expiration of this AGREEMENT, the CONTRACTOR shall work with the CITY and the newly selected FRANCHISEE(S) to ensure a smooth TRANSITION PERIOD with no interruption or reduction of service. The CONTRACTOR shall comply with the following performance requirements and deadlines:

Table 8-2: End of Agreement Term Transition Requirements

Deadline	Performance Requirements
180 days prior to expiration of AGREEMENT	Provide to the CITY and the selected FRANCHISEE a CONTAINER inventory, in a format acceptable to the CITY that includes each CONTAINER's location (street address), capacity, identification number, collection frequency, CUSTOMER name, CUSTOMER contact information, and whether the CONTAINER is owned by the CUSTOMER or by the CONTRACTOR. Thereafter, the CONTRACTOR shall not replace or exchange any CONTRACTOR-owned CONTAINERS listed in the CONTAINER inventory, without the CITY's approval.
150 days prior to expiration of AGREEMENT	Attend a coordination meeting with the selected FRANCHISEE and the CITY. At the coordination meeting, the CONTRACTOR shall provide a list of CONTRACTOR-owned CONTAINERS that may be purchased by the selected FRANCHISEE.
120 days prior to expiration of AGREEMENT	Work with the selected FRANCHISEE(S) to develop a mutually agreeable schedule for removal of CONTRACTOR-owned CONTAINERS and placement of the selected FRANCHISEE'S containers. The schedule shall ensure no interruption in collection service.
30 days prior to expiration of AGREEMENT	Implement the schedule for transition with the selected FRANCHISEE.

ARTICLE 9: RECORD KEEPING AND REPORTING

9.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with the CITY and provide every reasonable opportunity for ascertaining and verifying whether or not the duties and responsibilities of the CONTRACTOR are being performed.

The CONTRACTOR shall provide any information within the requested timeframe, in addition to that required explicitly by this AGREEMENT, that the CITY or the CONTRACTOR deems relevant under the circumstances.

The CITY shall have the right to inspect, copy, and audit, at the CITY's expense, all of the CONTRACTOR's records pertaining to its performance of this CONTRACT, as described in Section 3.22.3. Work papers of the CONTRACTOR's auditor shall be made available to the CITY, upon request. The CITY also shall have the right to inspect and copy all of the CONTRACTOR's other books and records, except for confidential and proprietary information, concerning the CONTRACTOR's services under this AGREEMENT.

9.2 RECORDS RETENTION

Records shall be retained for a period of no less than four (4) years following the expiration date of this AGREEMENT. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT and within the four (4) years following final payment made to the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

All of the CONTRACTOR's reports required and requested by the CITY shall be submitted to the CITY in an electronic format approved by the CITY. The form and content of all reports are subject to the CITY's approval. CONTRACTOR shall provide hard copies of reports to the CITY upon request at no charge.

9.3 REPORTS

CONTRACTOR shall submit certain reports to the CITY. The format and content of the reports are subject to the CITY's approval. At minimum the CONTRACTOR shall prepare and submit the data and reporting requirements listed in Table 10-1. CONTRACTOR reports must also be compatible with and be able to interface with software and technology used by the CITY. Failure to submit reports in accordance with the requirements of the AGREEMENT shall be subject to Liquidated Damages as listed in Table 11-1.

The CITY reserves the right to require additional reporting, or change reporting requirements.

ARTICLE 10: TECHNOLOGY REQUIREMENTS

10.1 FUNCTIONAL REQUIREMENTS

The technology requirements described in this section apply to customer service, outreach and education, field operations, SOLID RESOURCES collection, as well as all other elements of this AGREEMENT. These requirements shall be implemented in accordance with the MASTER TRANSITION SCHEDULE.

The CONTRACTOR shall utilize the software and hardware to meet all performance standards, requirements and capabilities included in this AGREEMENT. The CONTRACTOR is responsible for procuring, testing, installing and maintaining all required software and hardware. The CONTRACTOR shall ensure the technologies utilized meet the requirements of this AGREEMENT. The CONTRACTOR shall ensure that the technologies utilized are compatible, and communicate effectively, with CITY technologies. All hardware and software shall be up to date; maintenance and upgrading scheduling shall be coordinated with the CITY. The CITY PROJECT MANAGER shall determine if the technologies are effective and communicate effectively. This determination shall not be unreasonably withheld.

The CITY reserves the right, upon notification and consultation regarding scope and costs with CONTRACTOR, to modify the data capturing, technology, and reporting requirements during the period of the AGREEMENT, as the technology available changes, and the CONTRACTOR must update their technology to meet these modifications at the CONTRACTOR's expense.

10.1.1 INTERFACING REQUIREMENTS

The CITY will maintain two key IT systems for administering this AGREEMENT. The CITY will use the CITY's CRM for tracking service requests and customer service performance. The CITY will use a separate IT system to track all data reported, including performance metrics, service level information, and contract compliance.

The method for interfacing with the CITY's CRM application is currently via a web service. The CONTRACTOR's CRM shall be capable of utilizing web service to exchange large batches of data via push/pull at intervals of approximately 5 minutes, in addition to the capability of pulling an individual record by a reference number. Web service between the CITY and CONTRACTOR CRMs is utilized in order to transfer the service request information to as close to real-time as possible.

The interface for other reporting to the CITY is currently via FTP for information required daily, monthly, or quarterly in Table 10-1. Information to be exchanged via FTP shall be capable of a frequency of hourly, as needed in the TRANSITION PERIOD and at any time through the term of this AGREEMENT upon request, and capable of nightly updates throughout the term of the AGREEMENT.

The detail record layout and upload frequency will comply with the format and specifications provided by the CITY PROJECT MANAGER.

Table 10-1: Data and Reporting Requirements

Required Data	Associated Elements	Format	Transmittal Frequency
CUSTOMER Inquiry and Request Data	<ul style="list-style-type: none"> CUSTOMER service request type (e.g., missed collection, change CONTAINER size, damaged CONTAINERS, etc.) Date and time of inquiry Date and time of resolution Name/ID of (CSR) who received call, other CUSTOMER contact, or source of service request Name/ID of Person who resolved problem Resolution or Reason Code to identify how the issue was resolved or why it is pending An active link to any supporting documentation, such as photograph, video, field notes, etc. 	Electronic in the format compatible with LASAN's CUSTOMER CARE CENTER's Web Service	REAL TIME
CUSTOMER Information	<ul style="list-style-type: none"> CUSTOMER account number CUSTOMER service address(es) CUSTOMER billing address CUSTOMER name CUSTOMER contact name CUSTOMER email address CUSTOMER phone number CUSTOMER account type Preferred method of communication 	Electronic in the format compatible with Contract Compliance Software's FTP	Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY
CUSTOMER Billing/collection	<ul style="list-style-type: none"> CUSTOMER Billing/collections GROSS REVENUE data by: <ul style="list-style-type: none"> Total Revenue FRANCHISE FEE AB 939 COMPLIANCE FEE BASE RATE revenue ORGANICS revenue Compactor and Roll Off Revenue Revenue to the CITY for account not receiving recycling collection 	Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN	<p>Available upon request to CITY</p> <p>Quarterly, within 20 days of end of the previous calendar month</p>

Required Data	Associated Elements	Format	Transmittal Frequency
CUSTOMER Service Level (associated with each account and location)	<ul style="list-style-type: none"> Geocoded location of CONTAINER(s), longitude latitude form, as discussed with the CITY Size and number of CONTAINERS for each material type (SOLID WASTE, COMINGLED RECYCLABLES, ORGANICS and MANURE) Description of ORGANICS material, for all CUSTOMERS receiving ORGANICS Collection (i.e., Food Waste, Yard Trimmings, combined Organics, etc.) The owner of the CONTAINERS Frequency of collection for each CONTAINER Route(s) associated with the account Collection days Extra collection service received Identification if CUSTOMER is receiving recycling service as part of BASE RATE Regularly scheduled EXTRA SERVICES not included as part of the BASE RATE Link to Waste Assessment History EXTRA SERVICES and Fees charged Account standing (i.e., good or number of days past due) Service level changes (CUSTOMERS choosing smaller or larger CONTAINERS or changing service frequency) 	Data maintained by CONTRACTOR in Electronic format to be Specified by LASAN	Intervals ranging from nightly during normal conditions to every two hours in the TRANSITION PERIOD, as stipulated by the CITY
Outreach and Education	<ul style="list-style-type: none"> Number of Accounts set up Number of customer site visits (Waste Assessment/Audit) Type and number of outreach material distributed Method of outreach material distribution Number direct mailers distributed Number and location of community events held Updates to web page Updates to social media 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Monthly, within 20 days of end of the previous calendar month, and available upon request During Transition: Weekly
Customer Service Performance (including Telephony data)	<ul style="list-style-type: none"> Total number of calls received Percent of calls answered within the window of time required by the AGREEMENT Average call wait time Abandon rate Request resolution time 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Monthly, within 20 days of end of the previous calendar month During Transition: Weekly
Field Operations Data	<ul style="list-style-type: none"> GPS tracking of trucks on route Stop/idle time at each stop Provision of Service Electronic data to support service was provided to each individual CUSTOMER 	Data maintained by CONTRACTOR	Available upon request to CITY
	<ul style="list-style-type: none"> Truck on-board photos/videos – tracked to CUSTOMER account for incident/accident recovery, CONTAINER empty verification and/or EXTRA SERVICE charges 	Electronic in the format compatible LASAN's CUSTOMER CARE CENTER	Available to CITY upon Request

Required Data	Associated Elements	Format	Transmittal Frequency
Field Operations Data (continued)	<ul style="list-style-type: none"> Vehicle Miles Traveled Safety Factors (collected via Vehicle Dynamics Monitoring) Vehicle speed Hard Stops Daily vehicle inspection Truck changes (status/changes in maintenance/use of CLEAN FUEL VEHICLES) 	Summary Reports	Monthly – tracked and saved on-going and available to CITY upon request
Safety Training and Meetings	<ul style="list-style-type: none"> Trainings held Safety meetings held Subject of each safety meeting or training Number of attendees at each safety meeting or training 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Annually, within 20 days of end of the previous calendar year
CONTRACTOR Staffing Levels	<ul style="list-style-type: none"> Number of staff assigned and dedicated to: <ul style="list-style-type: none"> Customer Service Representatives (CSR) CSR Supervisors Field Waste Assessment/Auditing staff Field Supervisors Collection Drivers Collection Helpers Collection Supervisors Route Managers IT Staff Contract Managers 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Monthly, within 20 days of end of the previous calendar month
SOLID RESOURCES Collection	Tonnage of materials delivered to CERTIFIED FACILITIES, reported by: <ul style="list-style-type: none"> SOLID WASTE (BLACK BIN) COMMINGLED RECYCLABLES (BLUE BIN) ORGANICS (GREEN BIN) Horse Manure (BROWN BIN) Bulky Items Food Rescue Programs (estimated by CUSTOMER) Reuse Programs (i.e., LA Shares, etc.) (estimated by CUSTOMER) 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Monthly, Quarterly, within 20 days of end of the previous term
Diversion and Outreach	<ul style="list-style-type: none"> Diversion Report 	Data maintained by CONTRACTOR Electronic in format to be Specified by LASAN	Monthly, Quarterly, within 20 days of end of the previous term
Fleet Details	<ul style="list-style-type: none"> Provide the CITY with a list of hauling vehicles including the make, model year, hauling capacity and fuel type, Operational Fleet and reserve vehicles. Changes to the fleet will be reported to the CITY on a monthly basis. 		Prior to the CONTRACTOR NOTIFICATION DATE and Monthly, within 20 days of end of the previous calendar month

Required Data	Associated Elements	Format	Transmittal Frequency
Injury and Illness Prevention Program Plan	<ul style="list-style-type: none"> • Updates to IIPP Plan • Training Records 		Within five (5) days whenever any changes are made to the IIPP plan

10.2 SECURITY

The CONTRACTOR shall be solely responsible for any security breaches with respect to technology created by CONTRACTOR or any SUBCONTRACTOR and public accessibility to it. The CONTRACTOR shall be responsible for protecting the information of all CUSTOMERS. The CONTRACTOR and any SUBCONTRACTORS shall not sell or transfer CUSTOMER information for any purpose other than fulfilling requirements under this AGREEMENT.

The CONTRACTOR shall be responsible for data validation and verification that any access or information provided to a CUSTOMER is within the CUSTOMER's authority, including verification of authority to enter into a service agreement or request any services that incur an additional fee, and authority to access information about the CUSTOMER.

The CONTRACTOR shall be responsible for planning contingencies for any digital security breach, or emergency that affects the performance of the information technology systems required to fulfill all services and reporting described in this AGREEMENT.

10.3 MANAGEMENT OF INFORMATION SYSTEMS AND CONTINGENCY PLANNING

The CONTRACTOR shall be responsible for the successful integration, functionality, and security of all technology used in association with this AGREEMENT. The CONTRACTOR shall support the successful implementation of all technology required to satisfy the provision of services and meet reporting requirements of this AGREEMENT, prior to the CONTRACTOR NOTIFICATION DATE, as specified in the MASTER TRANSITION SCHEDULE.

All upgrades, patches, and associated downtime of any software or system pertaining to services provided under this AGREEMENT shall be coordinated with, and receive pre-approval from the CITY. The CITY shall be notified immediately and in writing of any patches or emergency issues that may arise associated with the technologies utilized in accordance with this AGREEMENT. All planned system upgrades, configuration and scheduled maintenance shall be communicated to the CITY. The CONTRACTOR shall ensure that their schedule is in alignment with the CITY's scheduling. The CONTRACTOR shall inform CITY in writing of any additional scheduled maintenance and updates that may impact the Franchise Program.

10.3.1 DATA PROTECTION

The CONTRACTOR shall maintain at least three (3) copies of data; in addition to the primary data, the CONTRACTOR shall also maintain at least two (2) more backups stored on two (2) different media that are each different from the primary. The copies of the data should be stored on at least two (2) different storage types. One backup copy shall be stored offsite; the physical separation between the copies is necessary to protect from site failures.

10.4 INFORMATION TECHNOLOGY STAFF SUPPORT AND COLLABORATION

Information technology collaboration and support will commence with the execution of the AGREEMENT, and continue throughout the term of the AGREEMENT and any renewal or extension thereof.

The CONTRACTOR PROJECT MANAGER shall serve as the primary point of contact responsible to address any IT issues from the CONTRACTOR's CRM. These issues shall include at a minimum any issues between the CONTRACTOR's system and the CITY's system, any issues with the function of the interface, or any technical interference with the successful delivery of service or reporting. The primary point of contact shall be able to address and resolve any IT issue, or provide immediate access to the individual qualified and responsible for resolving the issue.

ARTICLE 11: PERFORMANCE STANDARDS

11.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

To achieve a high level of customer service, the CONTRACTOR shall be required to meet certain performance standards grouped into the following categories:

- Implementation of FRANCHISE SYSTEM
- Provision of Services to CUSTOMERS
- CONTRACTOR Operations
- Segregation and Delivery of Collection Materials
- CONTRACTOR Personnel and Property
- Diversion Requirements – Landfill Reduction, Recycling and ORGANICS Programs
- Payment and Reporting Requirements

Failure to meet the performance standards, as described throughout this AGREEMENT and this Section will result in the CONTRACTOR being assessed the associated Liquidated Damages listed in Table 11-1. The assessment and appeal processes are defined in Section 11.2.

The following administrative assessments presented in Table 11-1 shall constitute Liquidated Damages, not penalties, for the CONTRACTOR'S failure to provide services pursuant to this AGREEMENT. These administrative charges shall be paid by the CONTRACTOR within thirty (30) days' written notice from the CITY.

Due to the complexity of the implementation of the FRANCHISE SYSTEM, the CITY shall waive the assessment of Liquidated Damages, with the exception of the category of Implementation of FRANCHISE SYSTEM, in the period between the CONTRACT EXECUTION and the START OF SERVICE date.

Table 11-1: Performance Standards and Liquidated Damages

Category	Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
Implementation of FRANCHISE SYSTEM	Failure to use reasonable business efforts to service an Abandoned Account, as stipulated in Section 5	\$100 per day (including during the TRANSITION PERIOD)
	CONTRACTOR abandoning an account, or implementing FRANCHISE service rates prior to CONTRACTOR NOTIFICATION	\$5,000 per verified occurrence (including during the TRANSITION PERIOD)
Provision of Services to CUSTOMERS	Failure to remove graffiti in accordance with Section 3.20.5.1 (Graffiti)	\$100 per occurrence
	Failure to deliver CONTAINER(S) to a CUSTOMER within five (5) business days of the CUSTOMER's request for service	\$200 per occurrence
	Failure to repair or replace any bin, cart, CONTAINER, ROLL OFF, or COMPACTOR (any CONTAINER), in accordance with Section 3.20.5(Container maintenance) within two (2) business days of CUSTOMER report, considering availability of parts or equipment	\$100 per occurrence

Category	Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
Provision of Services to CUSTOMERS (continued)	Failure to collect a missed collection in accordance with Section 3.7, where not arising from or caused by a labor dispute.	\$100 per occurrence; \$200 for each day thereafter
	Repeat missed collections at same CUSTOMER within twelve (12) months of previous missed collection	\$300 per occurrence
	Failure to notify a CUSTOMER of improper CONTAINER set out, obstruction, or other causes for inability to provide a scheduled collection service within 2 hours	\$100 per occurrence
	Use of profanity or hate speech by CONTRACTOR staff to CUSTOMERS	\$300 per occurrence, subject to Section 11.3 below.
	Failure to answer 95 percent of all CUSTOMER calls received each month during normal business hours in less than 60 seconds (computed as a monthly average)	\$5,000 per month occurred
	Failure to provide service under this AGREEMENT due to Labor Disputes	The pro rata percentage of CITY estimated daily GROSS RECEIPTS under this AGREEMENT per day of service interruption, based on the number of customers not serviced, by either the CONTRACTOR, its contingency team or the CITY, compared with the total number of customers normally serviced.
CONTRACTOR Operations	Collect, remove or transport SOLID RESOURCES from any CITY serviced customers	\$500 per verified occurrence
	Collect, remove or transport SOLID RESOURCES from any other FRANCHISE hauler serviced customers	\$500 per verified occurrence, subject to Section 11.3 below.
	Undertake collection operations outside of allowable hours of collection	\$300 per verified complaint
	Make changes to routes or route days affecting 5 percent or more of the CONTRACTOR's CUSTOMERS without at least 7 business days' notice to CUSTOMERS	\$100 per CUSTOMER per day, subject to Section 11.3 below.
	Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
	Failure to correct, upon notification by the CITY, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the CITY	\$100 per occurrence
	Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
	Failure to have a vehicle properly licensed, registered and inspected	\$100 per vehicle
	Exceeding vehicle weight limits as set forth in the State of California Vehicle Code	\$1,000 per vehicle per occurrence, subject to Section 11.3 below.
	Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the CITY	\$100 per occurrence
	Failure to report known vehicle accidents to the CITY, in accordance with 3.17.2	\$100 per day not notified

Category	Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
	Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the CITY	\$100 per day, subject to Section 11.3 below.
Segregation and Delivery of Collection Materials	Commingling of SOLID WASTE, COMMINGLED RECYCLABLES and/or ORGANICS material segregated by the CUSTOMER in the same truck	\$1,000 per occurrence
	Failure to deliver collected SOLID RESOURCES to a CITY CERTIFIED FACILITY	\$1,000 per occurrence
CONTRACTOR Personnel and Property	Failure to have a properly licensed vehicle driver operating a vehicle	\$300 per occurrence per day
	Failure to provide any required training for vehicle operators, including safety training and training related to the operation of equipment, as required by Federal and State laws	\$1,000 per occurrence
	Failure to repair damage to a CUSTOMER's property or other private property, caused by or resulting from the actions of the CONTRACTOR's personnel in accordance with 3.10	\$500 per occurrence, subject to Section 11.3 below.
Diversion Requirements	Failure to meet Disposal Reduction requirements per Article 5	See Section 5.10
Payment and Reporting Requirements	Failure to remit fees to the CITY in accordance with Section 7 (Rates and Fees)	\$5,000 per occurrence in addition to delinquent Franchise Fees subject to Section 7.6.
	Failure to submit reports to the CITY on time	\$50 per day per report.
	Willful submission to the CITY of inaccurate reports or data, including but not limited to diversion reports and data, service level information and financial information	\$10,000 per occurrence

11.2 PROCEDURE FOR ASSESSING AND APPEALING LIQUIDATED DAMAGES

Based upon the CITY's review of the CONTRACTOR's compliance with the terms of this AGREEMENT, the CITY PROJECT MANAGER shall determine whether Liquidated Damages will be assessed. In assessing Liquidated Damages, the CITY shall provide written notice to the CONTRACTOR, indicating the CITY's assessment of Liquidated Damages. The CONTRACTOR shall remit to the CITY assessed Liquidated Damages within thirty (30) days of when CONTRACTOR was notified.

Where a CONTRACTOR is issued an assessment of Liquidated Damages, in accordance with this AGREEMENT, and the CONTRACTOR believes that the assessment was issued in error or that the Liquidated Damages assessed were excessive, the CONTRACTOR may appeal the assessment to the LASAN DIRECTOR, by filing a written appeal, within thirty (30) days of when the CONTRACTOR was notified. Upon review of the appeal the LASAN DIRECTOR will notify the CONTRACTOR of an appeal determination based on the information provided.

Any determination for an appeal of \$1,000 or less by the LASAN DIRECTOR shall be final.

If the CITY does not receive the written appeal to the LASAN DIRECTOR within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment of Liquidated Damages, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for an appeal pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending the determination of the LASAN DIRECTOR.

The CONTRACTOR may further appeal the determination of the LASAN DIRECTOR (if greater than \$1,000) by filing, within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination by the LASAN DIRECTOR, a written request for a hearing before the BOARD.

If the BOARD does not receive the written request for a hearing within thirty (30) days of when LASAN notified the CONTRACTOR of the assessment appeal determination, the assessment shall be deemed final and no further administrative relief can be obtained.

If the CONTRACTOR timely files a written request for a hearing pursuant to this Section, the time in which the Liquidated Damages that are the subject of the request are due shall be stayed pending a hearing before the BOARD.

After receipt of a written request for a hearing filed pursuant to and in compliance with this Section, the BOARD will set the matter on one of its regular agendas as soon thereafter the BOARD deems practical. At the BOARD hearing, the BOARD shall hear the testimony of the CONTRACTOR if in attendance, LASAN staff, and other testimony it deems relevant. Upon conclusion of the hearing, the BOARD shall issue its decision, which may be verbal or written. In its discretion, the BOARD may affirm the Liquidated Damages, decrease it, or cancel it. If the BOARD affirms or decreases the assessment, the amount affirmed or the decreased amount shall be due thirty (30) days after issuance of the BOARD's decision, unless the BOARD orders otherwise. Once the BOARD issues a decision, the matter is final and no further administrative relief is provided by the CITY.

11.3 NOTICE AND OPPORTUNITY TO CURE

Prior to any assessment of Liquidated Damages for those performance standards and LIQUIDATED DAMAGES specifically identified in Table 11-1, CITY shall notify CONTRACTOR of the potential for Liquidated Damages, and CONTRACTOR shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the CITY PROJECT MANAGER's satisfaction, no Liquidated Damages shall be issued.

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ARTICLE 12: KEY CONTRACTOR PERSONNEL

12.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

- Jay Ware, General Manager
- 1035 E. 4th Street, Santa Ana, CA 92702 or P.O. Box 1318 Santa Ana, CA 92702
- TEL: 714-664-0677 x105/FAX: 714-664-0696/
Email: jay@waredisposal.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER's written approval.

12.2 CONTRACTOR agrees that the CONTRACTOR PROJECT MANAGER assigned at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONTRACTOR shall not change the CONTRACTOR PROJECT MANAGER without the prior written consent and approval of CITY'S PROJECT MANAGER or designee, whose consent shall not be withheld unreasonably. The CONTRACTOR PROJECT MANAGER or designee, noted above shall be directly accessible 24 hours per day 7 days a week.

12.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY in writing within thirty (30) business days of the request by the CITY.

12.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the subcontractors. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 16.

ARTICLE 13: RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Daniel K. Meyers, Solid Resources Commercial Franchise Division (SRCFD) Division Manager, as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel K. Meyers as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

ARTICLE 14: TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years with two (2) renewal options at five (5) years each to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 15 or extended by duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) renewal options at five (5) years each, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial ten (10) year term if the CITY elects not to renew, or the end of the five (5) year terms if the CITY elected to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5%) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of CONTRACT EXECUTION is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the CITY COUNCIL or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the CITY COUNCIL, or by the BOARD, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 15: TERMINATION

- 15.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

- 15.2 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or (3) CONTRACTOR violates the CITY'S lobbying policies or (4) CONTRACTOR default.

If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

- 15.3 Upon receipt of a termination action under Section 15.1 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver, license or sublicense, or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Contract, and as consistent with Article 18, which shall become CITY property upon date of such termination in accordance with reasonable terms and conditions, including measures required to protect CONTRACTOR with respect to any of its licensors.. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

In the event of termination for substantial failure in performance of this AGREEMENT (Section 15.1) or for default (Section 15.2) by the CONTRACTOR all CONTAINERS serviced under this AGREEMENT shall remain in place as requested by the CITY for at least ninety (90) days , subject to making acceptable arrangements

for the purchase or rental of CONTRACTOR's CONTAINERS in accordance with Section 8.7.

15.4 Upon termination under Section 15.1 or 15.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

15.5 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

ARTICLE 16: SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 17: AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 18: INDEMNIFICATION AND INSURANCE

18.1 INDEMNIFICATION

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

18.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

18.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

CONTRACTOR shall submit proof of a Performance Bond Letter or a letter stating that the CONTRACTOR has a performance bond. The bond shall be of a value of \$1,125,000.

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

ARTICLE 19: WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 19.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 19.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 19.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 13. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 19.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 19.5 Except as specified in Article 18 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 20: INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel but only in the event that CONTRACTOR refuses CITY'S tender) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware developed, used, or provided by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT; provided, however, losses, damages and liabilities shall not include special, indirect consequential, or punitive damages, except to the extent actually awarded to a third party by a court of competent jurisdiction or as a result of formal or informal dispute resolution. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 21: INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT using technology, designs, processes and other materials developed by CONTRACTOR or any SUBCONTRACTOR does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 22: OWNERSHIP AND LICENSE

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

CONTRACTOR grants no rights to any trademark, service mark, trade name, logo, business name or goodwill of CONTRACTOR (collectively, "CONTRACTOR Marks") except as licensed hereunder. CONTRACTOR will be, and shall at all times remain, the exclusive owner of the CONTRACTOR Marks. Additionally, the CITY acknowledges that, in the course of CONTRACTOR'S provision of services hereunder, CONTRACTOR may use computer software and related processes, tools, instructions, methods, and techniques that have been previously developed by CONTRACTOR, and that the same shall remain the sole and exclusive property of CONTRACTOR.

Unless otherwise provided for herein, all intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CONTRACTOR or its SUBCONTRACTORS.

For all Work Products delivered to the CITY that originated or is prepared, or improved upon by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT and not at the express request of CITY, CONTRACTOR hereby grants a non-exclusive perpetual, irrevocable, royalty-free, paid-up license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product originated and prepared under this CONTRACT at the express request of CITY to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall to the extent necessary include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise

oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 23: SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

The CITY must authorize any changes in the ownership of this AGREEMENT, including the acquisition of the CONTRACTOR's organization, or sale of this AGREEMENT shall be done solely with the approval of the CITY.

**ARTICLE 24: CONTACT PERSONS - PROPER ADDRESSES -
NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Daniel Meyers

Address: 1149 S. Broadway, 5th Floor MS 521, Los Angeles, CA 90015

Telephone: (213) 485-3774 Facsimile: 213-485-3671

Email: daniel.meyers@lacity.org

To CONTRACTOR:

Contact Person: Jay Ware

Address: 1035 E. 4th Street, Santa Ana, CA 92702 or

Address: P.O. Box 1318 Santa Ana, CA 92702

Telephone: 714-664-0677 Facsimile: 714-664-0696

Email: jay@waredisposal.com

ARTICLE 25: FORCE MAJEURE

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

ARTICLE 26: SEVERABILITY

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

ARTICLE 27: DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 28: ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 29: APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

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

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

**ARTICLE 30: CURRENT LOS ANGELES CITY BUSINESS TAX
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 31: WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 32: PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a. Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33: PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34: DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to any non-affiliate customer for the goods and services to be provided hereunder and apply such discounts to payments made by the CITY TO CONTRACTOR under this AGREEMENT which meet the discount terms.

ARTICLE 35: CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 36: BREACH

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

ARTICLE 37: NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to, termination of CONTRACTOR'S CONTRACT with the CITY. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

ARTICLE 38: EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide Equal Employment Practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (DAA - The Department of Public Works Office of Contract Compliance is the DAA.), CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. Upon request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY

contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and require language to the Awarding Authorities to be included in City Request for Bids or Requests for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this CONTRACT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the contract compliance program.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY, and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 39: AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed, by or on behalf of, CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of a CITY contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authority electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish this contract compliance program.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a CONTRACT that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the CONTRACT. The Awarding Authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan.

1. The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:
 - (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the CONTRACTOR has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, SUBCONTRACTOR or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, SUBCONTRACTOR's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORS engaged in the performance of CITY Contracts.
- O. All CONTRACTORS subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the SUBCONTRACTORS as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 40: CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 41: LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 42: AMERICANS WITH DISABILITIES ACT

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

ARTICLE 43: CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 44: LOS ANGELES BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit B, for each payment as described in Section 7.6 of this AGREEMENT, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts paid as part of the payment procedures.

ARTICLE 45: EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 46: SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 47: CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 48: MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 49: FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 50: COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 51: IRAN CONTRACTING ACT OF 2010

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

WARE DISPOSAL, INC.

By: Judith Aubrey

Title: PRESIDENT

Date: 7 SEPTEMBER 2016

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand

Adena Hopenstand

Title: Deputy City Attorney

Date: 9/15/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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Appendix A: Diversion Plan

The following Diversion Plan describes the strategies the CONTRACTOR will implement to achieve its Disposal Targets, as included. The Diversion Plan shall include initial and ongoing Outreach Plan, and Programmatic Goals. This plan shall define Disposal Targets by how they are impacted by each Diversion Program and related to facility development and outreach and education timelines. Diversion Programs will be defined at a minimum by:

- COMMINGLED RECYCLABLES
- REUSE AND RECOVERY
- ORGANICS

Diversion Summary:	SE - Southeast LA								
	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Est Disposal Without Diversion Programs*	39,350	39,654	39,958	40,262	40,566	40,870	41,174	41,478	41,782
Target Diversion (Year 2025)**									
Projected Disposal (tons)	27,545	23,701	19,919	17,884	16,465	15,493	15,567	15,061	14,522
Projected Diversion (tons)	11,805	15,953	20,039	22,378	24,101	25,377	25,607	26,417	27,260
Commingled Recycling Diversion (tons)	4,683	7,138	10,029	12,179	14,158	15,510	16,346	17,213	18,217
Food Waste (tons)	630	835	979	1,369	1,724	2,023	2,075	2,530	2,862
Yard Waste (tons)	590	1,001	1,219	1,399	1,501	1,645	1,709	1,898	2,177
Other Diversion (tons)	5,903	6,979	7,812	7,430	6,718	6,198	5,476	4,776	4,004
*These are the projected values, to be assumed for the purpose of this plan.									
**By 2025, each organization will have reached the City's goal of 90% diversion. This level will be maintained through the remainder of the AGREEMENT.									

Zone SE - Program Name: Commercial Commingled Recycling Collection

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	4,329	6,741	9,570	11,656	13,549	14,795	15,523	16,280	17,131
Diverted Commingled Recyclables (tons)	4,329	6,741	9,570	11,656	13,549	14,795	15,523	16,280	17,131
Diverted Organics (tons)	0	0	0	0	0	0	0	0	0
Food Waste (tons)									
Yard Waste (tons)									
Other Diversion (tons) (Please specify)									
Other Information:									
Targeted Number of Accounts (% of total accounts)	75%	77%	79%	81%	83%	85%	87%	88%	90%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

All commercial accounts are to be provided separate containers for the collection of commingled recyclables including cardboard, paper, cans and bottles, select plastics, wood, and other materials. These containers will be color-coded and picked up in a vehicle separate from refuse collection. Outreach will consist of waste audits, on-site inspections, mailers, online outreach marketing, and community meetings (the latter during the transition). Materials will be delivered to a

Diversion theme, implementing strategy and/or methodology:

Containers (ranging from 64 gallon to 3 cubic yard bins) will be provided at each source account or for shared bin accounts. In some cases, larger containers may be emplaced if quantity warrants. These containers will be collected no less than once weekly and consistent with refuse collection.

Target Audience

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect commingled recyclables. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Commercial Food Waste Recycling

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	630	835	979	1,369	1,724	2,023	2,075	2,530	2,862
Diverted Commingled Recyclables (tons)									
Diverted Organics (tons)	630	835	979	1,369	1,724	2,023	2,075	2,530	2,862
Food Waste (tons)	630	835	979	1,369	1,724	2,023	2,075	2,530	2,862
Yard Waste (tons)									
Other Diversion (tons) (Please specify)									
Other Information:									
Targeted Number of Accounts (% of total accounts)	15%	17%	19%	21%	23%	24%	25%	25%	25%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Continuation of, and expansion, of food waste recycling program. Beginning with existing accounts, food waste collection shall be expanded to all participating restaurants, hospitality locations (e.g., hotels), retail markets and outlets, industrial food processing, and specialty food distributors. Waste audits coupled with onsite inspections will promote food recycling to as many sources as feasible. Materials will be processed at local MRF.

Diversion theme, implementing strategy and/or methodology:

Specific food generating sources will be targeted for food waste recycling. Waste audits will focus on promoting collection and developing inhouse separation programs.

Target Audience

All food services, restaurants, grocery markets, food processors and distributors and hospitality sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect food wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Commercial Green Waste Collection

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	394	793	999	1,168	1,258	1,390	1,441	1,618	1,884
Diverted Commingled Recyclables (tons)									
Diverted Organics (tons)	394	793	999	1,168	1,258	1,390	1,441	1,618	1,884
Food Waste (tons)									
Yard Waste (tons)	394	793	999	1,168	1,258	1,390	1,441	1,618	1,884
Other Diversion (tons) (Please specify)									
Other Information:									
Targeted Number of Accounts (% of total accounts)	15%	17%	19%	21%	23%	24%	25%	25%	25%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Green wastes, including holiday trees, will be collected using separate containers from any source that requests pick-up. Materials will be delivered to a local processor for cleaning, grinding, and shipping to compost site.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify sources that generate green wastes. Those sources who do not separate and recycle their green wastes, including holiday trees, will be solicited to participate in a green waste separate collection program. Containers will be provided for each participating account.

Target Audience

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect green wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Commercial A/B Routing (Dry Waste Only)

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	0	0	0	0	0	0	0	0	0
Diverted Commingled Recyclables (tons)									
Diverted Organics (tons)	0	0	0	0	0	0	0	0	0
Food Waste (tons)									
Yard Waste (tons)									
Other Diversion (tons) (Please specify)	5312.25	6225.678	6912.734	6423.802	5642.731	5053.576	4261.509	3490.374	2506.92
Other Information:									
Targeted Number of Accounts (% of total accounts)	75%	77%	79%	81%	83%	85%	87%	88%	90%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Accounts will be evaluated during the waste audits for the characteristics of the waste generated. If mostly dry -- paper, cans, bottles, rubber, wood, plastics -- then these sources will be prioritized for dry or A routing collection.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify highly recoverable fractions of wastes that contain little or no wet wastes such as green wastes, food or other wet type matter. The dry waste accounts will be collected in different routes from wet waste accounts.

Target Audience

All commercial accounts will be targeted including retailers, manufacturers, offices, food services, distributors and warehouses, hospitality locations, grounds facilities (cemeteries and golf courses for instance), construction and demolition sites, vehicular maintenance sources.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated routes to collect dry waste. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Multifamily Sector Recycling

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	354	397	460	523	608	715	823	933	1,086
Diverted Commingled Recyclables (tons)	354	397	460	523	608	715	823	933	1,086
Diverted Organics (tons)	0	0	0	0	0	0	0	0	0
Food Waste (tons)									
Yard Waste (tons)									
Other Diversion (tons) (Please specify)									
Other Information:									
Targeted Number of Accounts (% of total accounts)	15%	17%	19%	21%	23%	24%	25%	25%	25%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

All multifamily accounts are to be provided separate containers for the collection of commingled recyclables including cardboard, paper, cans and bottles, select plastics, wood, and other materials. These containers will be color-coded and picked up in a vehicle separate from refuse collection. Outreach will consist of waste audits, on-site inspections, mailers, online outreach marketing, and community meetings (the latter during the

Diversion theme, implementing strategy and/or methodology:

Containers (ranging from 64 gallon to 3 cubic yard bins) will be provided at each source account or for shared bin accounts. In some cases, larger containers may be employed if quantity warrants. These containers will be collected no less than once weekly and consistent with refuse collection.

Target Audience

All multifamily accounts will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect commingled recyclables. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Multifamily Green Waste Collection

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	197	208	220	232	243	255	268	280	292
Diverted Commingled Recyclables (tons)									
Diverted Organics (tons)	197	208	220	232	243	255	268	280	292
Food Waste (tons)									
Yard Waste (tons)	197	208	220	232	243	255	268	280	292
Other Diversion (tons) (Please specify)									
Other Information:									
Targeted Number of Accounts (% of total accounts)	15%	17%	19%	21%	23%	24%	25%	25%	25%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Green wastes, including holiday trees, will be collected using separate containers from any source that requests pick-up. Materials will be delivered to a local processor for cleaning, grinding, and shipping to compost site.

Diversion theme, implementing strategy and/or methodology:

Waste audits will identify sources that generate green wastes. Those sources who do not separate and recycle their green wastes, including holiday trees, will be solicited to participate in a green waste separate collection program. Containers will be provided for each participating account.

Target Audience

All multifamily accounts will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Dedicated vehicle to collect green wastes. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on waste assessment diversion accounting system results.

Zone SE - Program Name: Southeast Zone Temporary Dry/Recycling

	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Diversion due to this program (tons)	0	0	0	0	0	0	0	0	0
Diverted Commingled Recyclables (tons)									
Diverted Organics (tons)	0	0	0	0	0	0	0	0	0
Food Waste (tons)									
Yard Waste (tons)									
Other Diversion (tons) (Please specify)	590.25	753.426	899.055	1006.55	1074.999	1144.36	1214.633	1285.818	1497.049
Other Information:									
Targeted Number of Accounts (% of total accounts)	1%	2%	3%	4%	5%	5%	5%	5%	5%
Actual Participating Accounts (% of targeted accounts)	100%	100%	100%	100%	100%	100%	100%	100%	100%

Brief Program Description (Description of program strategy including but not limited to outreach, waste audits, on-site inspections, community engagement, etc.):

Temporary waste will be collected using separate containers from any source that requests a pick up of said. Materials will be delivered to Madison Materials for appropriate processing and delivery to end markets.

Diversion theme, implementing strategy and/or methodology:

All materials will be transported to Madison Materials, a City of Los Angeles approved construction and demolition recycling facility, for appropriate processing and delivery to end markets.

Target Audience

All customers requesting said service will be targeted.

Staff Required and Functions (including tracking, reporting, feedback and follow-up procedures):

Either a roll off or front end load vehicle will collect boxes or three yard bins with temporary waste. Regular outreach, tracking and reporting staff to be used. Feedback will be specific to each account based on generated waste materials.

Appendix B: Facility Utilization Plan

ZONE: South East				
SOLID WASTE – Disposal/Transfer				
Facility Name	Facility Address	SWIS No.	Primary or Secondary	Date To Be Utilized
CLARTS (1)	2201 East Washington Blvd., Los Angeles 90034	19 AR 1182	PRIMARY	1 July 2017
Puente Hills MRF	2808 South Workman Mill Road, Whittier 90601	19 AA 1043	SECONDARY	1 July 2017
Frank R Bowerman Landfill (2)	11003 Bee Canyon Access Road, Irvine 92618	30 AB 0360	TERTIARY	1 July 2017
Downey Area Recycling and Transfer	9770 Washburn Road, Downey 90241	19 AA 0801	TERTIARY	1 July 2017
ZONE: South East				
SOLID WASTE – Processing				
Facility Name	Facility Address	SWIS No.	Primary or Secondary	Date To Be Utilized
Puente Hills MRF	2808 South Workman Mill Road, Whittier 90601	19 AA 1043	PRIMARY	1 July 2017
Madison Materials	1035 East 4 th Street, Santa Ana 92701	30-AB-0386	SECONDARY	1 July 2017
Downey Area Recycling and Transfer	9770 Washburn Road, Downey 90241	19 AA 0801	TERTIARY	1 July 2017
ZONE: South East				
SOURCE- SEPARATED RECYCLABLES – Processing				
Facility Name	Facility Address	SWIS No.	Primary or Secondary	Date To Be Utilized
Puente Hills MRF	2808 South Workman Mill Road, Whittier 90601	19 AA 1043	PRIMARY	1 July 2017
Madison Materials	1035 East 4 th Street, Santa Ana 92701	30-AB-0386	SECONDARY	1 July 2017
ORGANICS – Pre-Processing/Clean Organic Food				
Facility Name	Facility Address	SWIS No.	Primary or Secondary	Date To Be Utilized
Puente Hills MRF	2808 South Workman Mill Road, Whittier 90601	19 AA 1043	PRIMARY	1 July 2017
Imperial Western Products (3)	4085 Bain Street, Mira Loma 91752	N/A	SECONDARY	1 July 2017
ZONE: South East				
ORGANICS – Processing				
Facility Name	Facility Address	SWIS No.	Primary or Secondary	Date To Be Utilized
Puente Hills MRF	2808 South Workman Mill Road, Whittier 90601	19 AA 1043	PRIMARY	1 July 2017

ZONE: South East				
Athens Services	14048 East Valley Blvd., Industry 91746	19 AA 0863	SECONDARY	1 July 2017
Madison Materials (4)	1035 East 4 th Street, Santa Ana 92701	30-AB-0386	SECONDARY/ TERTIARY	1 July 2017

Appendix C: Rates

Days/ week	Bin	BASE RATE - Solid Waste + Recycling Rates for Non Compacted Containers									
		32 Gal	64 Gal	96 Gal	1 Yd	1.5 Yd	2 Yd	3 Yd	4 Yd	6 Yd	8 Yd
One / Week	Primary Bin			\$90.90	\$185.16	\$193.05	\$200.94	\$216.72	\$232.51	\$264.08	\$295.64
	Add'l Bins	\$57.33	\$73.31	\$77.07	\$95.68	\$104.61	\$113.93	\$133.76	\$155.16	\$189.20	\$226.38
Two / Week	Primary Bin			\$158.70	\$343.28	\$359.07	\$374.85	\$406.42	\$437.98	\$501.12	\$564.25
	Add'l Bins	\$100.40	\$128.38	\$134.96	\$177.53	\$194.70	\$212.65	\$250.93	\$292.36	\$359.03	\$432.03
Three / Week	Primary Bin			\$226.51	\$501.42	\$525.09	\$548.77	\$596.12	\$643.47	\$738.17	\$832.87
	Add'l Bins	\$143.47	\$183.45	\$192.86	\$259.39	\$284.79	\$311.37	\$368.09	\$429.55	\$528.87	\$637.67
Four / Week	Primary Bin			\$294.32	\$659.55	\$691.12	\$722.69	\$785.82	\$848.95	\$975.22	\$1,101.49
	Add'l Bins	\$186.53	\$238.51	\$250.75	\$341.26	\$374.89	\$410.10	\$485.27	\$566.74	\$698.72	\$843.33
Five / Week	Primary Bin			\$362.13	\$817.69	\$857.15	\$896.61	\$975.52	\$1,054.44	\$1,212.27	\$1,370.11
	Add'l Bins	\$229.60	\$293.58	\$308.65	\$423.11	\$464.97	\$508.82	\$602.43	\$703.92	\$868.56	\$1,048.98
Six / Week	Primary Bin			\$429.94	\$975.82	\$1,023.17	\$1,070.52	\$1,165.23	\$1,259.93	\$1,449.33	\$1,638.73
	Add'l Bins	\$272.67	\$348.65	\$366.54	\$504.97	\$555.07	\$607.55	\$719.60	\$841.11	\$1,038.40	\$1,254.62

		Additional Recycling Container Frequency									
Days/week	Bin	32 Gal	64 Gal	96 Gal	1 Yd	1.5 Yd	2 Yd	3 Yd	4 Yd	6 Yd	8 Yd
One / Week	Primary Bin			\$34.26	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51
	Add'l Bins	no charge									
Two / Week	Primary Bin			\$65.08	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16
	Add'l Bins	no charge									
Three / Week	Primary Bin			\$95.91	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82
	Add'l Bins	no charge									
Four / Week	Primary Bin			\$126.74	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48
	Add'l Bins	no charge									
Five / Week	Primary Bin			\$157.57	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14
	Add'l Bins	no charge									
Six / Week	Primary Bin			\$188.40	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80
	Add'l Bins	no charge									

		Food Waste and Green Waste Rates for Non Compacted Containers						
Days/week	Bin	32 Gal	64 Gal	96 Gal	1 Yd	1.5 Yd	2 Yd	3 Yd
One / Week	Primary Bin			\$90.90	\$185.16	\$193.05	\$200.94	\$216.72
	Addt'l Bins	\$57.33	\$73.31	\$77.07	\$95.68	\$104.61	\$113.93	\$133.76
Two / Week	Primary Bin			\$158.70	\$343.28	\$359.07	\$374.85	\$406.42
	Addt'l Bins	\$100.40	\$128.38	\$134.96	\$177.53	\$194.70	\$212.65	\$250.93
Three / Week	Primary Bin			\$226.51	\$501.42	\$525.09	\$548.77	\$596.12
	Addt'l Bins	\$143.47	\$183.45	\$192.86	\$259.39	\$284.79	\$311.37	\$368.09
Four / Week	Primary Bin			\$294.32	\$659.55	\$691.12	\$722.69	\$785.82
	Addt'l Bins	\$186.53	\$238.51	\$250.75	\$341.26	\$374.89	\$410.10	\$485.27
Five / Week	Primary Bin			\$362.13	\$817.69	\$857.15	\$896.61	\$975.52
	Addt'l Bins	\$229.60	\$293.58	\$308.65	\$423.11	\$464.97	\$508.82	\$602.43
Six / Week	Primary Bin			\$429.94	\$975.82	\$1,023.17	\$1,070.52	\$1,165.23
	Addt'l Bins	\$272.67	\$348.65	\$366.54	\$504.97	\$555.07	\$607.55	\$719.60

		Recycling Not Provided Fee - As Determined from Base Level of Service									
Days/week	Bin	32 Gal	64 Gal	96 Gal	1 Yd	1.5 Yd	2 Yd	3 Yd	4 Yd	6 Yd	8 Yd
One / Week	Primary Bin			\$34.26	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51	\$68.51
	Add'l Bins	no charge									
Two / Week	Primary Bin			\$65.08	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16	\$130.16
	Add'l Bins	no charge									
Three / Week	Primary Bin			\$95.91	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82	\$191.82
	Add'l Bins	no charge									
Four / Week	Primary Bin			\$126.74	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48	\$253.48
	Add'l Bins	no charge									
Five / Week	Primary Bin			\$157.57	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14	\$315.14
	Add'l Bins	no charge									
Six / Week	Primary Bin			\$188.40	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80	\$376.80
	Add'l Bins	no charge									

**Permanent Rolloff and Compactor Pull Charge
(Rolloffs and Compactors Over 8 cubic yards)**

Material	Type of Service	Cost Element	Rate
Solid Waste ^{a,b,c}	Rolloff, Compactor, per pull	Delivery and Collection	\$270.00
Recycling ^{a,c, d}	Rolloff, Compactor, per pull	Collection	\$270.00
Organics ^{a,c, d}	Rolloff, Compactor, per pull	Collection	\$270.00
Solid Waste ^b	Disposal/Processing	Tip fee per ton	\$72.00
Recycling ^d	Processing	Tip fee per ton	No Charge
Organics ^d	Processing	Tip fee per ton	\$93.50

^a Disposal and Processing will be charged on the basis of the actual net weight and associated tip fee .

^b Rates charged customers (on non C&D solid waste).

^c Pull charge includes delivery, rent (Excluding Compactors), and disconnect.

^d Rates charged customers.

**Temporary Rolloff Pull Charge
(Non-permanent service of no more than 30 consecutive days at customer's site)
(Rolloffs/Drop Boxes Over 8 cubic yards)**

Material	Type of Service	Cost Element	Rate
Solid Waste ^{e,f}	Rolloff, per pull	Collection	\$270.00
Recycling ^{e,h}	Rolloff, per pull	Collection	\$270.00
Organics ^{e,h}	Rolloff, per pull	Collection	\$270.00
Solid Waste ^f	Rolloff, Daily rental	Rent	\$7.00
Recycling and Organics ^h	Rolloff, Daily rental	Rent	\$7.00
Solid Waste ^{f, g}	Rolloff Delivery	Delivery	\$70.00
Recycling and Organics ^{h,g}	Rolloff Delivery	Delivery	\$70.00
Solid Waste ^f	Disposal/Processing	Tip fee per ton	\$72.00
Recycling ^h	Processing	Tip fee per ton	No charge
Organics ^h	Processing	Tip fee per ton	\$93.50

^e Disposal and Processing will be charged on the basis of the actual net weight and tip fee for non-C&D solid waste.

^f Rates charged customers (on non C&D solid waste).

^g Includes seven calendar days of Rolloff rental.

^h Rates charged customers.

Temporary 3 Cubic Yard Bin Service

(Non-permanent service of no more than 30 consecutive days at customer's site)

Material	Type of Service	Cost Element	Rate
Solid Waste ^{i,j,k}	Temporary Container	Delivery and Collection	\$125.00
Recycling ^{i,k,m}	Temporary Container	Delivery and Collection	\$90.00
Organics ^{i,k,m}	Temporary Container	Delivery and Collection	\$130.00
Solid Waste ^{j,l}	Temporary Container, Daily rental	Rent	\$5.00
Recycling and Organics ^{m,l}	Temporary Container, Daily rental	Rent	\$ 5.00
Solid Waste ^j	Temporary Container, Extra Pick-Up	Collection	\$45.00
Recycling ^m	Temporary Container, Extra Pick-Up	Collection	\$35.00
Organics ^m	Temporary Container, Extra Pick-Up	Collection	\$75.00

ⁱIncludes seven calendar days of bin rental, (1) delivery charge, (1) collection, processing and disposal.

^j Rates charged customers (on non-C&D solid waste).

^kIncludes seven calendar days of bin rental.

^lAfter the initial seven days

^m Rates charged customers.

Appendix D: Zone Description and Map

(Transmitted Electronically)

Appendix E: MultiFamily Customers Receiving Valet Services

(Transmitted Electronically)

Exhibits: City Contracting Requirements

Exhibit A	Schedule A, list of MBE/WBE/OBE SUBCONTRACTORS
Exhibit B	Schedule B, MBE/WBE/OBE Utilization Profile
Exhibit C	Insurance and Bond Requirements
Exhibit D	Certification Regarding Compliance with Equal Benefits Ordinance/First Source Hiring Ordinance
Exhibit E	Slavery Disclosure Ordinance
Exhibit F	Declaration of Compliance with Living Wage Ordinance
Exhibit G	Contractor Responsibility Ordinance
Exhibit H	Business Tax Registration Certificate
Exhibit I	Los Angeles Residence Information
Exhibit J	Non-Collusion Affidavit
Exhibit K	Contract History
Exhibit L	Municipal Lobbying Ordinance
Exhibit M	Contract Bidder Campaign Contribution and Fundraising Restrictions
Exhibit N	Iran Contracting Act Of 2010

**Exhibit A: Schedule A, list of MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS**

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

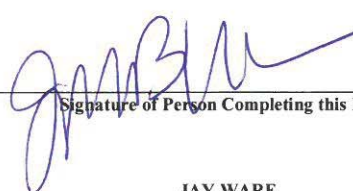
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title CITY-WIDE EXCLUSIVE FRANCHISE SYSTEM FOR MUNICIPAL SOLID WASTE COLLECTION AND HANDLING
--

Proposer WARE DISPOSAL INC.	Address 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221
Contact Person JAY WARE	Phone/Fax T 714 664 0677 X105, F 714 664 0696

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
DYJP, Inc., dba Cabo Transport Services, 3920 Whiteside Street, Los Angeles, CA 90063 323 816 2346	Provision of backhauling services and flatbed truck/trucking services	MBE	N/A	\$500,000.00
Daniel R Arguello, 3029 Eva Terrace, Los Angeles, CA 90031 323 222 8436	Provision of translation services related to the franchise award zone	DVBE SBE	N/A	\$100,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION (SEE PAGE 2 FOR SUMMARY)		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$500,000.00	0.53%
TOTAL WBE AMOUNT	\$0.00	%
TOTAL SBE AMOUNT	\$100,000.00	0.11%
TOTAL EBE AMOUNT	\$0.00	%
TOTAL DVBE AMOUNT	\$100,000.00	0.11 %
TOTAL OBE AMOUNT	\$0.00	%
BASE BID AMOUNT	\$94,000,000.00	



 Signature of Person Completing this Form

 JAY WARE

 Printed Name of Person Completing this Form

 GENERAL MANAGER, 22 AUGUST 2016

 Title Date

MUST BE SUBMITTED WITH PROPOSAL

**Exhibit B: Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization
Profile**

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form: <hr style="border: 0; border-top: 1px solid black;"/> Printed Name of Person Completing this Form: <hr style="border: 0; border-top: 1px solid black;"/> Title: _____ Date: _____
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	

Exhibit C: Insurance and Bond Requirements

Required Insurance and Minimum Limits

Name: _____

Date: 02/23/2016Agreement/Reference: Collection, Transfer, Processing and Disposal of Solid Waste, Commingled Recyclables and Organics

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ Workers' Compensation (WC) and Employer's Liability (EL)
WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability City of Los Angeles must be named as an additional insured
2,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

✓ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)
5,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

✓ Pollution Liability
1,000,000☒ Contractor's Pollution Liability _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

(See Note 1 below)

✓ Crime Insurance
1,000,000

Other: 1) Performance Bond requirement to be determined by Public Works - Sanitation

Bond # _____

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____,
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$_____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 ____

(Principal)

(Principal)

(Principal)

(Principal)

By _____ (Attorney-in-Fact)

(Surety)

- 1. Corporate or Individual principal must be on Corporate Acknowledgement form.**
- 2. Corporate Seal must be impressed hereon in case of corporation.**

**Exhibit D: Certification Regarding Compliance with Equal Benefits
Ordinance/First Source Hiring Ordinance**

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeo@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: WARE DISPOSAL INC. BAVN Company ID # 70195

Company Address: 1451 Manhattan Avenue

City: Fullerton State: CA Zip: 92831 5221

Contact Person: JAY WARE Phone: 714 664 0677 E-mail: jason@waredisposal.com

Approximate Number of Employees in the United States: 105

Approximate Number of Employees in the City of Los Angeles: 10

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

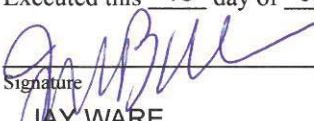
WARE DISPOSAL INC. will comply with the Equal Benefits Ordinance requirements as

Company Name

indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 15 day of June, in the year 20 16, at Santa Ana, CA
(City) (State)


Signature
JAY WARE
Name of Signatory (please print)
GENERAL MANAGER
Title

PO Box 1318
Mailing Address
Santa Ana, California 92702 1318
City, State, Zip Code
95 374 3725
EIN/TIN

Exhibit E: Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, JUDITH WARE, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

WARE DISPOSAL INC.	714 664 0677	95 374 3725	70195
Company Name 1415 MANHATTAN AVENUE	Phone FULLERTON	Federal ID # CA	BAVN Company ID # 92831 5221
Street Address	City	State	Zip

3. The Company came into existence in 1968 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 6 OCTOBER 2014 at SANTA ANA, CA.
(Date) (City) (State)

Signature:  Title: PRESIDENT

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit F: Declaration of Compliance with Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2015 a wage of at least **\$11.17 per hour with health benefits** of \$1.25 per hour, or **\$12.42 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V , and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV .						
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED			
One-person contractors, lessee, licensee			LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
501(c)(3) non-profit organization						
Occupational license required			LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
Collective bargaining agreement w/supersession language						
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
Governmental Entity			NONE REQUIRED.			
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form			LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
2) Subcontractor Information Form			LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm			
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
AWARDING DEPARTMENT USE ONLY:						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ \$11.17/hour plus at least \$1.25 an hour in health benefits, OR
- ✓ \$12.42/hour without health benefits.

Airport Employees:

- ✓ \$11.17/hour plus at least \$4.87 an hour in health benefits, OR
- ✓ \$16.04/hour without health benefits

2. Minimum days off:

- ✓ 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- ✓ 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$11.17/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$12.42/hora sin beneficios médicos.

Empleados trabajando en contratos otorgados por el Departamento del Aeropuerto:

- ✓ \$11.17/hora más un mínimo de \$4.87/hora para el pago de beneficios médicos, O
- ✓ \$16.04/hora sin beneficios médicos.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Teléfono: (213) 847-2625 – Fax: (213) 847-2777

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
ALCALDE

**AVISO A EMPLEADOS TRABAJANDO
BAJO CONTRATOS DE LA CIUDAD
CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS
Y LA PROHIBICION A REPRESALIAS**

"La sección 10.37.5 prohíbe las represalias" bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-2625.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Exhibit G: Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works, Bureau of Sanitation	Lisa Carlson	213 485 2260
City Department/Division Awarding Contract	City Contact Person	Phone
Citywide Exclusive Franchise System for Municipal Solid Waste Collection and Handling		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

WARE DISPOSAL INC.

Bidder/Proposer Business Name			
1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221			
Street Address	City	State	Zip
JAY WARE, GENERAL MANAGER	714 664 0677 X105	714 664 0696	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

JAY WARE, GENERAL MANAGER	29 OCTOBER 2014
Print Name, Title	Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: 06 / 14 / 1982 State of incorporation: California

List the corporation's current officers.

President: JUDITH HELAINE WARE

Vice President: BEN MARLON WARE

Secretary: BEN MARLON WARE

Treasurer: JUDITH HELAINE WARE

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

N/A

☐ **Limited Liability Company:** Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

N/A

☐ **Partnership:** Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

N/A

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

N/A

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

N/A

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 43 Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

JAY WARE, GENERAL MANAGER

29 OCTOBER 2014

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

County of Los Angeles Department of Public Works
 Avocado Heights exclusive franchise 1 April 2008-31 March 2017 (\$1.1M)
 East Charter Oak exclusive franchise 1 June 2008-31 May 2017 (\$0.9M)
 Residential collection services
 City of Laguna Woods exclusive franchise (\$1.75M)
 1 September 2005-30 June 2015
 Exclusive franchise services
 County of Orange, El Modena community exclusive franchise (\$0.25M)
 1 July 2007-30 June 2020
 Exclusive franchise services
 City of Costa Mesa (\$3M)
 1968-present
 Nonexclusive commercial franchise services
 City of Newport Beach (\$2M)
 1968-30 June 2017
 Nonexclusive commercial franchise services
 City of Irvine
 1968-30 June 2018 (\$4M)
 Nonexclusive commercial franchise services
 City of Santa Ana
 1995-30 June 2018 (\$0.5M)
 Nonexclusive temporary collection services
 Additionally, Madison Materials is the city's exclusive C/D processing facility
 The Irvine Company Office Properties (\$2.5M)
 1 July 2001-present
 Exclusive commercial franchise services
 Twenty six (26) school districts and various Caltrans facilities across Southern California.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

Lopez v Ware Disposal Inc. Case No. 30-2010-00405307-CU-OE-CXC

This case was related to an allegation of wage and hour claims, failure to pay wages, failure to provide meal periods and failure to provide rest periods. The case was settled without admitting any violations in 2012-2013 for a minimum of \$300,000 to a maximum of \$400,000 disbursed to over one hundred fifty (150) employees over a five (5) year period. Ware Disposal Inc. (and Madison Materials) have implemented new processes to monitor employees taking their meal and rest breaks and stringently enforce the meal period between ten and twelve hours on a daily basis (which required hiring an additional staff member to ensure compliance with all wage and hour rules and regulations.

Ware Disposal Inc. v State of California Case No. 43-2012-80001207

In RE: writ of mandate regarding issues surrounding the Department of Conservation and the participation in the Department's cans and bottles program. This issue was resolved when Ware Disposal Inc. decided not to appeal the Administrative Law Judge's ruling on the matter. Ware Disposal Inc. has included this case as part of this response even though it does not appear to be responsive to the definition included above.

City of Los Angeles work:

Department of Water and Power

Commercial, municipal solid waste collection services to DWP facilities citywide

Dates (approximate): 1 July 2009-31 December 2009

Approximate contract value: \$250,000.00

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: City-wide Exclusive Franchise System for Municipal Solid Waste
Collection and Handling
RFB/RFO/RFP # (if any): _____ Date RFB/RFO/RFP Released: 06/12/2014
Procuring Dept.: Sanitation Bureau, Public Works Mail Stop #: 944
Name of Dept. Contact: Lisa Carlson Phone: (213) 485-2260

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

Company Name: Ware Disposal Inc.
Company Address: 1451 Manhattan Avenue
City: Fullerton State: CA Zip: 92831-5221

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) JUL 20 2016

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Tom Dam Phone (213) 847-2455

DAA Representative Signature George (print) in for TD. Date JUL 20 2016

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Exhibit H: Business Tax Registration Certificate



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

WARE DISPOSAL COMPANY INC

POST OFFICE BOX #1318
SANTA ANA, CA 92702-1318

1451 MANHATTAN AVENUE
FULLERTON, CA 92831-5221

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS				
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED:06/15/2016	STATUS
0000940291-0001-7	L195	Trucking/Hauling	STARTED 12/01/1998	Active

WARE DISPOSAL COMPANY INC

POST OFFICE BOX #1318
SANTA ANA, CA 92702-1318

1451 MANHATTAN AVENUE
FULLERTON, CA 92831-5221

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:
Clare Bantel
DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200

IMPORTANT - READ REVERSE SIDE

Exhibit I: Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: WARE DISPOSAL INC.

I. Corporate or Main Office Address:

1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

II Total Number of Employees in Organization: 114

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

2 and 1.75 %

Exhibit J: Non-Collusion Affidavit

Non-Collusion Affidavit

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

I, Judith H. Ware, depose and say that I am

President of Ware Disposal INC
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 6/14/16 at Santa Ana, California
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

Judith H. Ware
(Signature)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

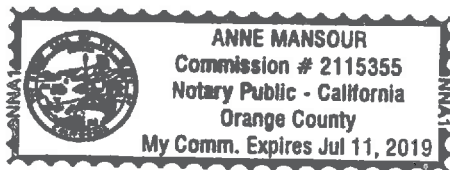
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me

on this 14 day of June, 2016,
by _____
Date Month Year(1) JUDITH H. WARE,(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Anne Mansour
Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Non-Collusion Affidavit Document Date: June 14, 2016Number of Pages: 1 Signer(s) Other Than Named Above: _____

Exhibit K: Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Department of Water and Power

1 July 2009-31 December 2009 (estimated)

Commercial municipal solid waste collection service to DWP facilities citywide

Contract Number

Amount of Contract: \$250,000 (estimated)

WARE DISPOSAL INC.

Name of Organization

JAY WARE

Print Name

29 OCTOBER 2014

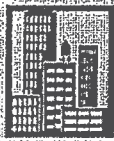
Date

Signature

GENERAL MANAGER

Title

Exhibit L: Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall—24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:
70195

Awarding Authority (Department):
Dept. of Public Works, Bureau of Sanitation

Name of Bidder:
WARE DISPOSAL INC.

Phone:
877 714 9273

Address:
1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Email:
jay@waredisposal.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 29 OCTOBER 2014

Signature: _____

Name: _____

JAY WARE

Title: _____

GENERAL MANAGER

Exhibit M: Contract Bidder Campaign Contribution and Fundraising Restrictions



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
70195

Date Bid Submitted:
29 October 2014

Description of Contract:

Citywide Exclusive Franchise System for Municipal Solid Waste Collection and Handling

Awarding Authority (Department):

Department of Public Works, Bureau of Sanitation

BIDDER

Name: WARE DISPOSAL INC.

Address: 1451 MANHATTAN AVENUE

Email (optional): jay@waredisposal.com Phone: 714 664 0677 x105

State Contractor ID: N/A

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: JUDITH HELAINE WARE Title: PRESIDENT

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: BEN MARLON WARE Title: VICE PRESIDENT/SECRETARY

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: JAY WARE Title: GENERAL MANAGER/C.O.O.

Address: 1451 MANHATTAN AVENUE, FULLERTON, CALIFORNIA 92831 5221

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS NOT APPLICABLE

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

NOT APPLICABLE

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 29 October 2014

Signature: _____

Name: _____

Title: _____

JAY WARE

GENERAL MANAGER

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

Exhibit N: Iran Contracting Act Of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.



The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) WARE DISPOSAL INC.		BTRC (or n/a) 94029100017
By (Authorized Signature) 		
Print Name and Title of Person Signing JUDITH WARE		PRESIDENT
Date Executed 10/06/2014	City Approval (Signature) 	(Print Name) Daniel Mayers

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)