

AGREEMENT BETWEEN

THE CITY OF CLOVIS

AND

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

FOR

COLLECTION, PROCESSING, AND MARKETING SERVICES OF RECYCLABLE

MATERIAL AND ORGANIC MATERIALS

DATED: FEBRUARY 3, 2015

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS.....	2
ARTICLE 2: GRANT AND ACCEPTANCE OF AGREEMENT	7
2.1 Grant and Acceptance	7
2.2 Effective Date and Commencement Date	7
2.3 Term of Agreement	7
2.4 Option to Extend Term	7
2.5 Conditions to Effectiveness of Agreement	7
2.6 Scope of Agreement	8
2.7 Limitations to Scope.....	8
2.8 City Right to Direct Changes.....	9
2.9 Ownership of Recyclable Materials and Organic Materials.....	11
2.10 Company Status.....	11
2.11 Company Authorization.....	11
ARTICLE 3: DIRECT SERVICES.....	12
3.1 Recyclable Materials and Organic Materials Collection	12
3.2 Other Collection Services.....	14
3.3 Collection of Contaminated Materials.....	15
3.4 Overage Collection.....	15
3.5 Marketing and Sale of Recyclable Materials and Organic Materials	16
3.6 Operations	17
3.7 Implementation Plan	20
3.8 Recyclable Materials and Organic Materials Processing	21
3.9 Status of Processing Sites	21
3.10 City's Materials Weighed Separately.....	21
3.11 Scavenging	21
ARTICLE 4: OTHER SERVICES.....	23
4.1 Timing of Payments and Invoices	23
4.2 Customer Service.....	23
4.3 Education and Public Awareness.....	24
4.4 Waste Generation/Characterization Studies	25
4.5 Service Review	25
4.6 Revenue Sharing Audit	26
4.7 Annual Customer Satisfaction Survey.....	26
4.8 AB 341 and AB 1826 Compliance.....	26
4.9 Annual Compost Giveaway	26
ARTICLE 5: COMPANY'S COMPENSATION AND RATES.....	27
5.1 General	27
5.2 Company's Initial Compensation from City.....	27
5.3 Company's Compensation for Subsequent Rate Years	28

5.4 Application for Annual Compensation Adjustment 29

5.5 Variances from Projections 29

5.6 Application for Special Compensation Adjustment..... 29

ARTICLE 6: RECORDS, REPORTS AND OTHER REQUIREMENTS 31

6.1 General 31

6.2 Records..... 31

6.3 Reports 32

6.4 Right to Inspect Records..... 34

ARTICLE 7: INDEMNIFICATION, INSURANCE AND BOND 35

7.1 Indemnification 35

7.2 Insurance 36

7.3 Faithful Performance Bond or Letter of Credit..... 37

ARTICLE 8: CITY'S RIGHT TO PERFORM SERVICE..... 39

ARTICLE 9: DEFAULT, REMEDIES AND LIQUIDATED DAMAGES 41

9.1 Events of Default..... 41

9.2 Right to Terminate Upon Default..... 42

9.3 Possession of Property Upon Termination..... 42

9.4 City’s Remedies Cumulative; Specific Performance 42

9.5 Liquidated Damages 42

9.6 Excuse from Performance..... 44

9.7 Assurance of Performance..... 44

9.8 Liquidated Damage for Late Commencement..... 45

ARTICLE 10: OTHER AGREEMENTS OF THE PARTIES 46

10.1 Relationship of Parties 46

10.2 Compliance with Law 46

10.3 Governing Law 46

10.4 Jurisdiction 46

10.5 Assignment 46

10.6 Affiliated Companies 48

10.7 Subcontracting 48

10.8 Binding on Assigns..... 48

10.9 Transition to Next Company..... 48

10.10 Parties in Interest 49

10.11 Waiver 49

10.12 Company's Investigation 49

10.13 Condemnation..... 49

10.14 Notice 49

10.15 Representatives of the Parties 50

10.16 City Free to Negotiate with Third Parties..... 50

10.17 Privacy 50

10.18 Time is of the Essence..... 50

10.19 Immigration Reform and Control Act (IRCA) 50

10.20 Non-Discrimination..... 50

ARTICLE 11: MISCELLANEOUS AGREEMENTS 52

11.1 Entire Agreement 52

11.2 Section Headings 52

11.3 References to Laws and Other Agreements 52

11.4 Interpretation 52

11.5 Agreement 52

11.6 Severability 52

11.7 Exhibits 52

11.8 Cost of Litigation 52

11.9 Integrated Contract 53

11.10 Inserted Provisions..... 53

EXHIBITS

- 1 COMPANY'S PROPOSAL
- 2 IMPLEMENTATION PLAN
- 3 CORPORATE GUARANTY
- 4 CITY FACILITY SERVICE LOCATIONS
- 5 WARNING NOTICE AND NOTICE OF VIOLATION
- 6 PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS
- 7 MONTHLY ACTIVE CUSTOMER COUNT

This page intentionally left blank

32 **ARTICLE 1: DEFINITIONS**

33 **1.1 AB 341**

34 “AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB
35 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced
36 from time to time.

37 **1.2 AB 939**

38 “AB 939” means the California Integrated Waste Management Act of 1989 (Division 30 of the California
39 Public Resources Code), also commonly referred to as “AB 939”, as amended, supplemented,
40 superseded, and replaced from time to time.

41 **1.3 AB 1826**

42 “AB 1826” Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of
43 the California Public Resources Code), also commonly referred to as “AB 1826,” as amended,
44 supplemented, superseded, and replaced from time to time.

45 **1.4 Agreement**

46 “Agreement” means this Agreement (including all exhibits and attachments, and any amendments
47 thereto) between City and Company for Collection, Processing, and Marketing of Recyclable Materials
48 and Organic Materials.

49 **1.5 Applicable Law**

50 “Applicable Law” means all Federal, State, and local laws, regulations, rules, orders, judgments, degrees,
51 permits, approvals, or other requirement of any governmental agency having jurisdiction over the
52 Collection, Processing, and marketing of Recyclable Materials and Organic Materials that are in force on
53 the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

54 **1.6 Approved Composting Site**

55 “Approved Composting Site” means the Kochergan Farms processing and composting sites in Avenal and
56 Fresno, California, which were selected by Company, and subject to written approval of the City
57 Manager.

58 **1.7 Approved Processing Sites**

59 “Approved Processing Sites” mean the Approved Composting Site and Approved Recyclable Materials
60 Processing Site, collectively or separately.

61 **1.8 Approved Recyclable Materials Processing Site**

62 “Approved Recyclable Materials Processing Site” means the Newby Island Recyclery located at 1601
63 Dixon Landing Road in Milpitas, California, which was selected by Company, and subject to written
64 approval of the City Manager. The Rice Road Transfer Station or a City approved third party facility may
65 also be used for processing of Recyclable Materials from Commercial and Multi-Family premises.

66 **1.9 Bin**

67 “Bin” means a Container with capacity of approximately one to eight cubic yards, with a hinged lid and
68 wheels that is serviced by a front or rear end-loading Collection vehicle.

69 **1.10 Cart**

70 “Cart” means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-
71 automated Collection vehicle.

72 **1.11 Change in Law**

73 “Change in Law” means any of the following events or conditions which has a material and adverse effect
74 on the performance by the Parties of their respective obligations under this Agreement (except for
75 payment obligations):

- 76 1. The enactment, adoption, promulgation, issuance, modification, or written change in
77 administrative or judicial interpretation on or after the Effective Date of any Applicable Law; or
- 78 2. The order or judgment of any governmental body, on or after the Effective Date, to the extent
79 such order or judgment is not the result of willful or negligent action, error or omission or lack of
80 reasonable diligence of the City or of the Company, whichever is asserting the occurrence of a
81 Change in Law; provided, however, that the contesting in good faith or the failure in good faith to
82 contest any such order or judgment shall not constitute or be construed as such a willful or
83 negligent action, error or omission or lack of reasonable diligence.

84 **1.12 City**

85 “City” means the City of Clovis or its designated representative.

86 **1.13 City Manager**

87 “City Manager” means the City Manager or designee with the authority to carry out the City’s
88 responsibilities under this Agreement.

89 **1.14 Collect/Collection**

90 “Collect” or “Collection” means to take physical possession, transport, and remove Organic Materials, or
91 Recyclable Materials within and from the City.

92 **1.15 Commencement Date**

93 “Commencement Date” means the date specified in Section 2.2 when Collection, Processing and
94 marketing services required by this Agreement shall be provided.

95 **1.16 Commercial**

96 “Commercial” means of, from or pertaining to non-residential premises where business activity is
97 conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing and
98 industrial operations, but excluding businesses conducted upon residential property which are permitted
99 under applicable zoning regulations and are not the primary use of the property.

100 **1.17 Company**

101 "Company" means Allied Waste Services, of North America, LLC, a limited liability company, organized
102 and operating under the laws of the State of Delaware, and its officers, directors, employees, agents,
103 companies and subcontractors where applicable.

104 **1.18 Company's Proposal (Proposal)**

105 "Company's Proposal" means the technical rate and cost proposal submitted by Company and received
106 on December 16, 2014, which is included as Exhibit 1 to this Agreement and is incorporated by reference.

107 **1.19 Containers**

108 "Containers" means Carts, or Bins.

109 **1.20 Curb/Curbside**

110 "Curb" or "Curbside" means the location of a Collection Container for pick-up, where such Container is
111 placed on the street or alley against the face of the Curb, or where no Curb exists, Container is placed not
112 more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

113 **1.21 Customer**

114 "Customer" means the person to whom City or Company submits billing invoices, and from whom City or
115 Company collects payment for Collection services provided to the Generator. The Customer may be the
116 Occupant or Owner of the premises.

117 **1.22 Disposal/Dispose**

118 "Disposal" means the ultimate disposition of material at a landfill in Full Regulatory Compliance or other
119 fully permitted Solid Waste facility.

120 **1.23 Effective Date**

121 "Effective Date" means the date on which the latter of the two Parties signs the Agreement and the date
122 on which Company may begin to take actions and incur costs in preparation to provide the services
123 required by this Agreement.

124 **1.24 Full Regulatory Compliance**

125 "Full Regulatory Compliance" means compliance with all applicable permits for any facility utilized by
126 Company, such that the Company will at all times maintain the ability to fully comply with its obligations
127 under this Agreement.

128 **1.25 Generator**

129 "Generator" means any person as defined by the California Public Resources Code, whose act or process
130 produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to
131 become subject to regulation.

132 **1.26 Hazardous Waste**

133 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or
134 extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and
135 §25117 or in the future amendments to or recodifications of such statutes or identified and listed as
136 Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource
137 Conservation and Recovery Act (42 USC §6901 et seq.), and all future amendments thereto. However, for
138 the purposes of this Agreement, Hazardous Waste shall not mean "Household Hazardous Waste" which
139 may be contained in Solid Waste provided that City and local jurisdictions are in compliance with federal,
140 state and local laws related to the diversion of "Household Hazardous Waste".

141 **1.27 Multi-Family Dwelling Unit**

142 "Multi-Family Dwelling Unit" or "Multi-Family" means any residential premises, excluding motels and
143 hotels, other than a Single Family Dwelling unit, used for residential purposes, irrespective of whether
144 residence therein is transient, temporary or permanent. Such premises normally have centralized Solid
145 Waste Collection service for all units in the building.

146 **1.28 Occupant**

147 "Occupant" means a person who occupies a premise.

148 **1.29 Organic Materials**

149 "Organic Materials" means non-hazardous domestic, commercial or industrial by-products of an organic
150 or natural nature, set aside, handled, packaged, separated, collected, or offered for Collection in a
151 manner different from Solid Waste, excluding Recyclable Materials. A detailed list of Organic Materials to
152 be Collected under this Agreement is included in Section 3.1.6.

153 **1.30 Owner**

154 "Owner" means the person responsible for payment to the City at the premises to which Recyclable
155 Materials and Organic Materials Collection service is to be provided under this Agreement.

156 **1.31 Party or Parties**

157 "Party or Parties" means the City and Company, individually or together.

158 **1.32 Processing**

159 "Processing" means to prepare, treat, Recycle, or convert through some special method.

160 **1.33 Processing Site**

161 "Processing Site" means any plant or site used for the purpose of sorting, cleansing, treating or
162 reconstituting Recyclable Materials or Organic Materials for the purpose of making such material
163 available for reuse, Recycling and/or marketing.

164 **1.34 Rate Year**

165 "Rate Year" means the period from August 1 through July 31 of each year of the term of the Agreement.

166 1.35 Recycling

167 "Recycling" means the process of treating and/or reconstituting Recyclable Materials and/or Organic
168 Materials which would otherwise be discarded without receiving compensation, or returning Recyclable
169 Materials or Organic Materials to the economy in the form of raw materials for new, reused, or
170 reconstituted products. Recycling shall be performed in a manner consistent with AB 939, AB 341, AB
171 1826 and other administrative rules and regulations. The Collection, transfer, transportation or Disposal
172 of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of
173 Solid Waste for conversion to energy.

174 1.36 Recyclable Materials

175 "Recyclable Materials" means non-hazardous domestic, commercial or industrial by-products set aside,
176 handled, packaged, separated, collected, or offered for Collection in a manner different from Solid
177 Waste, with the intention of diverting such material from Disposal in a landfill, excluding Organic
178 Materials. A detailed list of Recyclable Materials to be Collected under this Agreement is included in
179 Section 3.1.5.

180 1.37 Residue

181 "Residue" means any Solid Waste remaining after the Processing of Recyclable Materials and/or Organic
182 Materials which is to be Disposed of by Company.

183 1.38 Service Type

184 "Service Type" refers separately to the following types of Recyclable Materials and Organic Materials
185 Collection services for each of the following Customer types: Single-Family Dwelling Unit, Multi-Family
186 Dwelling Unit, Commercial, and City facilities.

187 1.39 Single Family Dwelling Unit

188 "Single Family Dwelling Unit" or "Single Family" means each premises, including mobile homes, used for
189 or designated as a single family residential dwelling, including each unit of a duplex, triplex, or fourplex in
190 all cases in which there is separate or individual Solid Waste Collection service.

191 1.40 Source Separated

192 "Source Separated" means the segregation, by the Generator, of Recyclable Materials or Organic
193 Materials into separate Containers for the sole purpose of Recycling, and intended to be picked up by the
194 Company.

195 1.41 Solid Waste

196 "Solid Waste" means and includes all putrescible and nonputrescible solid, semisolid and liquid wastes,
197 including garbage, trash, refuse, rubbish, ashes, industrial wastes, manure, vegetable or animal solid and
198 semisolid wastes and other discarded solid and semisolid wastes as defined in California Public Resources
199 Code Section 40191, as that section may be amended from time to time. For the purposes of this
200 Agreement, Solid Waste does not include abandoned vehicles and parts thereof, Hazardous Waste,
201 medical waste, and Recyclable Materials and Organic Materials which are Source Separated for
202 Collection.

203

204 **ARTICLE 2: GRANT AND ACCEPTANCE OF AGREEMENT**

205 **2.1 Grant and Acceptance**

206 Subject to Sections 2.5 and 2.7, City hereby grants to Company the exclusive right and privilege to Collect,
207 Process and market Recyclable Materials and Organic Materials generated in the City from Single Family,
208 Multi-Family, Commercial and City facility premises and placed for Collection by the Customer, for
209 Company, in accordance with this Agreement.

210 **2.2 Effective Date and Commencement Date**

211 The Effective Date of this Agreement shall be the date the latter of the two Parties signs the Agreement,
212 as defined in Section 1.23

213 The Commencement Date shall be August 1, 2015 and shall be the date on which Company initiates
214 provision of Collection, Processing, and marketing services required by this Agreement.

215 Between the Effective Date and Commencement Date, Company shall perform all activities necessary to
216 prepare itself to start Collection, Processing, and marketing services required by this Agreement on the
217 Commencement Date. Such activities shall allow Company to transition Customers and services from the
218 company providing services prior to the Commencement Date to Company.

219 **2.3 Term of Agreement**

220 The term of this Agreement shall commence at 12:01 a.m., August 1, 2015 and expire at midnight July 31,
221 2025, (initial termination date) subject to extension as provided in Section 2.4.

222 **2.4 Option to Extend Term**

223 The City, at its sole discretion, may extend the term of this Agreement, beyond the expiration date stated
224 in Section 2.3 for up to thirty-six (36) months in periods of at least twelve (12) months each. If City elects
225 to exercise this option, it shall give written notice not later than one hundred eighty (180) calendar days
226 prior to the initial termination date, or, if an extension has been exercised, sixty (60) calendar days prior
227 to the last extended termination date.

228 **2.5 Conditions to Effectiveness of Agreement**

229 The obligation of City to permit this Agreement to become effective and to perform its undertakings
230 provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out
231 below, each of which may be waived in whole or in part expressly and in writing by City.

232 **A. Accuracy of Representations**

233 Representations and warranties made by Company in its Proposal and throughout this Agreement are
234 accurate, true and correct on and as of the Effective Date of this Agreement.

235 **B. Absence of Litigation**

236 There is no litigation pending in any court challenging the award of this Agreement to Company or the
237 execution of this Agreement or seeking to restrain or enjoin its performance.

238 **C. Furnishing of Insurance and Bonds**

239 Company has furnished evidence of the insurance and bonds required by Article 7.

240 **D. Effectiveness of City Council Action**

241 The City Council shall have taken action approving this Agreement and all Parties shall have signed the
242 Agreement pursuant to Applicable Law prior to or on the Effective Date, provided that no restraining
243 order of any kind has been issued.

244 **2.6 Scope of Agreement**

245 This Agreement for the Collection, Processing, and marketing of Recyclable Materials and Organic
246 Materials granted to Company shall be exclusive except as described in Section 2.7 or except where
247 otherwise precluded by Applicable Law.

248 The Company, or its subcontractor(s), shall be responsible for the following services:

- 249 A. Collecting all Recyclable Materials and Organic Materials generated in the City from Single Family,
250 Multi-Family Commercial and City facility premises and placed by Generators for Collection.
- 251 B. Transporting Collected materials to the Approved Recyclable Materials Processing Sites.
- 252 C. Arranging for or Processing and marketing of Recyclable Materials and Organic Materials
253 Collected in the City by Company.
- 254 D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and
255 all other items and services necessary to perform Company's obligations under this Agreement.
- 256 E. Paying all expenses related to provision of services required by this Agreement including, but not
257 limited to, taxes, regulatory fees, and utilities.
- 258 F. Providing all services required by this Agreement in a thorough and professional manner so that
259 residents, businesses, and the City are provided high-quality services at all times.
- 260 G. Performing all services using best industry practice for comparable operations.
- 261 H. Complying with all Applicable Law.

262 **2.7 Limitations to Scope**

263 This Agreement for the Collection, Processing and marketing of Recyclable Materials and Organic
264 Materials granted to Company shall be exclusive except as to the following categories listed in this
265 Section. The granting of this Agreement shall not preclude the categories listed below from being
266 delivered to and Collected by others provided that nothing in this Agreement is intended to or shall be
267 construed to excuse any person from obtaining any authorization from the City which is otherwise
268 required by law:

- 269 A. Recyclable Materials and Organic Materials separated from Solid Waste by the Generator and
270 which Generator sells, donates or is otherwise compensated for by a collector in a manner
271 resulting in a net payment to the Generator for such Recycling and/or related services;

- 272 B. Recyclable Materials and Organic Materials which are separated at any premises and which are
273 transported personally by the Owner or Occupant of such premises (or by his or her employee) to
274 a Processing Site;
- 275 C. Containers delivered for Recycling under the California Beverage Container Recycling Litter
276 Reduction Act, Section 14500, et. seq. California Public Resources Code (AB2020); and,
- 277 D. Any Recyclable Materials or Organic Materials that contains greater than ten percent (10%) Solid
278 Waste by volume or weight except as otherwise provided herein.
- 279 E. Recyclable Materials or Organic Materials removed from a premises by a contractor (e.g.,
280 gardener, landscaper, tree-trimming service, construction contractor, residential clean-out
281 service), using its own employees, vehicles and equipment as an incidental part of the service
282 being performed and such contractor is providing a service which is not included in the scope of
283 this Agreement;

284 In the event that AB 2020 (California Public Resources Code Section 14500 et. seq.) is rescinded, the
285 Company has the right to request an adjustment of the then-current rates, if Company can document the
286 impact of such change of law on their cost to provide the Recycling services required under this
287 Agreement. The Company and the City shall attempt to negotiate an adjustment to the then-current
288 rates to reflect such rescission. If no agreement can be reached, rates shall remain unadjusted.

289 Company acknowledges and agrees that City may permit other persons besides Company to Collect any
290 or all types of the Recyclable Materials and/or Organic Materials excluded from the scope of this
291 Agreement as set forth above, without seeking or obtaining approval of Company under this Agreement.

292 This grant to Company of the exclusive right and privilege to Collect, Process and market Recyclable
293 Materials and Organic Materials shall be interpreted to be consistent with state and federal laws, now
294 and during the term of the Agreement and the services provided hereunder shall be limited by current
295 and developing state and federal laws with regard to Solid Waste handling, exclusive Agreement, control
296 of Recyclable Materials and Organic Materials, flow control, and related doctrines. In the event that
297 future interpretations of current law, enactment or developing legal trends or other judicial decisions or
298 orders limit the ability of the City to lawfully provide for the scope of services as specifically set forth
299 herein, Company agrees that the scope and extent of the Agreement will be limited to those services and
300 materials which may be lawfully provided for under this Agreement, and that the City shall not be
301 responsible for any damages, costs, or lost profits claimed by the Company to arise out of further
302 limitations of the scope or extent of services of the Agreement set forth herein. In such an event, it shall
303 be the responsibility of Company to exercise reasonable commercial effort to minimize the financial
304 impact to those remaining other services being provided.

305 **2.8 City Right to Direct Changes**

306 **2.8.1 General**

307 City may direct Company to perform additional services or modify the manner in which it performs
308 existing services. Pilot programs and innovative services which may entail new Collection methods,
309 Collection of different kinds of materials and services and/or new requirements for Generators are
310 included among the kinds of changes which City may direct. Company shall be entitled to an adjustment
311 in its compensation for providing such additional or modified services in accordance with Section 5.6.

312 Alternatively, City may permit other persons besides Company to perform additional or expanded
313 diversion services not specifically assigned or granted in this Agreement.

314 City reserves the right, after discussions with the Company, to modify the Agreement in the event of a
315 Change in Law which either places greater burdens on the City or offers additional benefits.

316 **2.8.2 Procedure for Making Changes in Scope**

317 Company shall present, within 30 days of a request to do so by City, a proposal, at no cost to City, to
318 provide additional or expanded diversion services not specifically assigned or granted by this Agreement.
319 Company shall not be compensated for the proposal preparation costs or costs incurred during the
320 negotiation of its proposal for the proposed change in scope of such services. The proposal shall contain
321 a complete description of the following:

- 322 A. Collection methodology to be employed (equipment, manpower, etc.).
- 323 B. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- 324 C. Labor requirements (number of employees by classification).
- 325 D. Type of Containers to be utilized.
- 326 E. Provision for public education and outreach.
- 327 F. A projection of the financial results of the program's operations in a balance sheet and operating
328 statement format including documentation of the key assumptions underlying the projections
329 and the support for those assumptions for the remaining term of the Agreement.
- 330 G. Schedule for implementation of new services.

331 The City shall review the Company's proposal for the change in scope of services. The City may either
332 negotiate with the Company to amend the Agreement to reflect the change in scope or the City may
333 choose to negotiate with another party.

334 **2.8.3 Adjusting Rates Due to City-Directed Change in Scope**

335 The Company may request an adjustment of the then-current rates, if Company can document that the
336 impact of the City-directed change in scope has impacted its cost to provide the services required under
337 this Agreement. The Company and the City shall attempt in good faith to negotiate an adjustment to the
338 then-current rates to reflect the change in scope, in accordance with Section 5.6. If no agreement can be
339 reached, rates and services shall remain unadjusted. Company shall not be compensated for the
340 proposal preparation costs or costs incurred during the negotiation of its proposal for the change in
341 scope of such services.

342 **2.8.4 City's Right to Acquire Services**

343 If pursuant to Section 2.8.2, Company and City cannot agree on terms and conditions of such services
344 within ninety (90) days from the date when City first requests a proposal from Company to perform such
345 services, Company acknowledges and agrees that City may solicit proposals from and permit persons
346 other than Company to provide such services.

347 **2.8.5 Monitoring and Evaluation of Changes in Scope**

348 At the City's request, the Company shall meet with the City to describe the progress of implementing the
349 change in scope. If applicable, the Company shall document the results of the new or modified services
350 on a monthly basis with information requested by the City that is necessary to evaluate the performance
351 of each program change.

352 At each status meeting, the City and Company shall have the opportunity to revise the program or
353 services based on mutually agreed upon terms in accordance with provisions of this Section. The City
354 shall have the right to terminate a program if, in its sole discretion, the Company is not cost effectively
355 achieving the program's goals and objectives. Before such termination, the City shall meet and confer
356 with the Company for a period not to exceed ninety (90) calendar days to resolve the City's concerns.
357 Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the
358 third party can improve on Company's performance and/or cost. Notwithstanding these changes,
359 Company shall continue the program during the meet and confer period and, thereafter, until the third
360 party takes over the program.

361 **2.9 Ownership of Recyclable Materials and Organic Materials**

362 Once Recyclable Materials and Organic Materials are placed in Containers and presented for Collection,
363 ownership and the right to possession shall transfer directly from the Generator to Company by
364 operation of this Agreement. Company is hereby granted the right to retain, Recycle, Process, reuse, and
365 otherwise use such Recyclable Materials and Organic Materials or any part thereof, in any lawful fashion
366 or for any lawful purpose consistent with the hierarchy and goals of AB 939, AB 341 and AB 1826.

367 Subject to the provisions of this Agreement, Company shall have the right to retain any benefit and
368 revenues resulting from its right to retain, Recycle, Process or reuse the Recyclable Materials and Organic
369 Materials which it Collects. Recyclable Materials and Organic Materials or any part thereof, which are
370 delivered to the Approved Processing Sites, shall become the property of the owner or operator of the
371 Processing Site once deposited there by Company.

372 **2.10 Company Status**

373 Company is duly organized, validly existing and in good standing under the laws of the State of California.
374 It is qualified to transact business in the State of California and has the power to own its properties and
375 to carry on its business as now owned and operated and as required by this Agreement.

376 **2.11 Company Authorization**

377 Company has the authority to enter into and perform its obligations under this Agreement. The
378 owners(s) or Board of Directors of Company (or the shareholders, if necessary) have taken all actions
379 required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the
380 execution of this Agreement. The persons signing this Agreement on behalf of Company have authority to
381 do so and Company shall provide the City upon execution of this Agreement, with written documentation
382 authorizing the person signing this Agreement to do so on behalf of the Company.

383

384 **ARTICLE 3: DIRECT SERVICES**

385 **3.1 Recyclable Materials and Organic Materials Collection**

386 **3.1.1 General**

387 Company shall Collect and remove all materials placed in Recyclable Materials and Organic Materials
388 Containers at the designated Collection locations for all Single-Family Dwelling Units, Multi-Family
389 Dwelling Units, Commercial Customers, and City facilities.

390 The City is required to divert 50% of its waste stream. This goal is a minimum and it is expected that
391 diversion will increase as a result of the plans and programs required by this Agreement. Company
392 agrees to work diligently to promote and expand Recycling to meet or exceed this goal.

393 **3.1.2 Residential Customers (Cart Service)**

394 Company shall Collect Recyclable Materials and Organic Materials from Single-Family Dwelling Units and
395 Multi-Family Dwelling Units requesting Cart service within the City a minimum of once each week. City
396 shall provide Customers with one (1) 96-gallon Cart for Recyclable Materials and one (1) 96-gallon Cart
397 for Organic Materials. Additional Recyclable Materials and/or Organics Materials Carts shall be provided
398 upon request, for an additional fee.

399 Company shall Collect materials from Containers placed at the Curb unless the Occupant is physically
400 unable to place the Container at the Curb, as determined by the City. In such case, Company shall Collect
401 Containers from an alternative service location (such as the porch, sideyard, or backyard) and return all
402 Containers to such location.

403 Company shall Collect Containers on the same day of the week as refuse Collection service or such other
404 day as directed by City. Company shall, within thirty (30) days of notification, re-route Collections to
405 provide service on the day directed by City.

406 **3.1.3 Commercial Customers (Bin Service)**

407 Company shall provide Recyclable Materials and Organic Materials Collection services to all Commercial
408 Customers and Multi-Family Dwelling Units requesting Bin service from Company.

409 Company shall provide each Customer with separate Bins with capacities ranging from 1 to 8 cubic yards
410 for Collection of Recyclable Materials and Organic Materials, as requested by Customer. Collection shall
411 be performed at a time and location which is mutually agreed upon by Company and the Generator or
412 Owner of the property.

413 In the event that Company does not meet its obligations under this Section and as described in its
414 Proposal, Company shall be considered in default under Section 9.1 of this Agreement. If the conditions
415 of the default are not remedied following notification of default in accordance with Section 9.1, City shall
416 have the right to obtain Commercial and Multi-Family Dwelling Unit Recyclable Materials and Organic
417 Materials services from another company at Company's expense.

418 The 50% diversion goal of AB 939 is a minimum and it is expected that achievements in existing programs
419 will increase as a result of the plans and programs required by this Agreement. Company agrees to work

420 diligently to promote and expand Recycling programs to meet these goals. Best efforts shall be made by
421 Company to help achieve the Recycling Diversion Goals. Nothing in this Section is intended to conflict
422 with federal or state law related to Commercial Recycling. Should this Section be found to conflict with
423 federal or state law, this Section may be revised at the mutual consent of both parties.

424 **3.1.4 City Facilities**

425 Company shall Collect Recyclable Materials and Organic Materials from all existing City facilities as well as
426 any future facilities owned and operated by the City in the same manner as those services are provided
427 to Commercial Customers, at the locations and service levels identified in Exhibit 4. Collection shall occur
428 at least once per week or more frequently as requested by the City. Company shall provide and maintain
429 Bins for the City's use, as requested.

430 Company may integrate Collection of Recyclable Materials and Organic Materials from City facilities with
431 other Customer or Customer Service Types (such as Single Family, Multi-Family, Commercial), provided
432 that Company attributes tonnage Collected from City facilities separately from other Customers and/or
433 Service Types.

434 In addition to the services described above, the Company shall provide the City with technical assistance.
435 This shall involve an assessment of its current Recycling service levels. The Company shall supply the City
436 with an adequate number of Recyclable Materials Containers, educational materials, conduct a kick-off
437 meeting, and provide training of custodial staff.

438 Company shall provide the services required by this Section at no charge to the City.

439 **3.1.5 Recyclable Materials Collected**

440 Recyclable Materials to be Collected by Company under this Agreement shall include, but not be limited
441 to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
442 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard,
443 paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal
444 pad backings, shoe Boxes, cereal and other similar food Boxes); chipboard; corrugated cardboard; paper
445 milk cartons; glass containers of any color (including brown, clear, and green glass bottles and jars);
446 aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); small pieces
447 of scrap metal weighing less than 10 pounds and fitting into the Recyclable Materials Collection
448 Container; steel, tin or bi-metal cans; plastic containers (no. 1 to 7); aseptic beverage boxes; rigid plastics;
449 plastic bags and film; black plastic; clean expanded polystyrene; PLA bioplastic bottles; and all other
450 materials for which a viable market can be found.

451 In accordance with Section 2.8, the City may request Company to modify its scope of service to include
452 Collection of additional types of Recyclable Materials beyond those materials defined in this Section
453 3.1.5. If the City requests Collection of additional Recyclable Materials, the Company shall not receive
454 additional compensation for such service if the Recyclable Materials are placed by Generator in the
455 Recyclable Materials Container.

456 **3.1.6 Organic Materials Collected**

457 Organic Materials to be collected shall include, but not be limited to:

458 A. Green Waste. Including grass, lawn clippings, shrubs, plants, weeds, branches, leaves, tree
459 trimmings, dead trees, small pieces of unpainted and untreated wood, and other forms of
460 Organic Materials generated from landscapes, yards, or gardens; and,

461 B. Food Waste. Including all kitchen and table (pre and post-consumer) food scraps (animal,
462 vegetable, fruit, grain, dairy or fish waste that attends or results from the storage, preparation,
463 cooking or handling of foodstuffs, with the exception of animal excrement), paper waste
464 contaminated with putrescible material, and biodegradable food service ware designed to
465 disintegrate and biodegrade quickly, and other materials that will decompose and/or putrefy.

466 Organics placed for collection may not exceed six inches in diameter and five feet in length.

467
468 In accordance with Section 2.8, the City may request Company to modify its scope of service to include
469 Collection of additional types of Organic Materials beyond those materials defined in this Section 3.1.6. If
470 the City requests Collection of additional Organic Materials, the Company shall not receive additional
471 compensation for such service if the Organic Materials are placed by Generator in the Organic Materials
472 Container.

473 **3.2 Other Collection Services**

474 **3.2.1 Used Motor Oil**

475 Company shall Collect from Single Family and Multi-Family Dwelling Units used motor oil placed Curbside
476 for Collection. Company shall not be required to Collect more than two and a half (2.5) gallons of used
477 motor oil per individual dwelling unit per week.

478 Company's vehicles shall be equipped with a City-approved used oil collection tank, or other containment
479 mechanism, with adequate capacity that minimizes spillage.

480 **3.2.2 Holiday Trees**

481 Company shall Collect all holiday trees properly placed Curbside by Single Family and Multi-Family
482 Customers on the first two (2) regularly scheduled Collection days after Christmas Day, or such other days
483 as agreed by the City and the Company, free of any additional charge to any Customer.

484 Holiday trees shall be transported to, and Processed at, the Approved Composting Site. All holiday trees
485 shall be Processed for use as compost, mulch, or soil amendment and none shall be deposited for
486 Disposal.

487 **3.2.3 Sharps Program**

488 Company shall provide Single Family and Multi-Family Dwelling Unit Customers with a sharps home
489 delivery program, upon request. Company shall arrange for delivery of an approved container to the
490 requesting Customer's home within one (1) week of request. Delivery of the container shall also include
491 Recycling awareness materials and instructions for participation in the sharps collection program. To
492 ensure maximum customer convenience, the collection of sharps containers will be administered through
493 a one and four tenths (1.4) quart (or larger), postage paid, container approved by the United States
494 Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based
495 service will receive one (1) sharps container/ mailing kit per calendar year at no charge. Additional sharps

496 containers/mailling kits will be available for a fee of no more than \$37.95 per quart container or \$49.95
497 per gallon container by Company.

498 **3.2.4 Battery and Cell Phone Collection**

499 Company shall collect discarded batteries and cell phones placed for Collection in Customer-provided,
500 clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts.

501 Upon Customer request, Company shall make appropriate arrangements for the placement of battery,
502 cell phone, and CFL recycling receptacles ("Bat Buckets") that can collect these electronic materials from
503 Multi-Family complexes. Company shall communicate with property managers to determine the most
504 convenient and environmentally responsible placement of Bat Buckets within the Multi-Family complex,
505 and will provide educational information and additional Bat Buckets within five (5) working days of a
506 property manager's request.

507 **3.3 Collection of Contaminated Materials**

508 If Recyclable Materials or Organic Materials that contain twenty percent (20%) by volume or greater of
509 Solid Waste are set out by a Customer for Collection, Company shall conform to the following procedure:

510 A. Upon the first occurrence (other than one requiring extensive sorting), Company shall Collect all
511 recoverable Recyclable Materials and Organic Materials but may leave or deposit back into the
512 Container any Solid Waste other than Recyclable Materials and/or Organic Materials. Company
513 shall complete and attach a City-approved warning notice (included as Exhibit 5) noting the
514 problem(s) and attach the tag on the Container and/or the door of the residence, and notify the
515 City within forty-eight (48) hours of such occurrence.

516 B. Upon a second occurrence, within a 12-month period, at the same location, Company shall,
517 again, follow the procedure set forth in subparagraph A. In addition, Company shall make
518 reasonable effort to personally contact the Generator and/or Owner to discuss the problem of
519 including non-recyclable Solid Waste with Recyclable Materials and/or Organic Materials.

520 C. If the procedures set forth in subparagraphs A and B, above, have been followed, upon a third or
521 subsequent occurrence, within a 12-month period, Company may refuse to Collect any of the
522 Recyclable Materials or Organic Materials that have been contaminated with non-recyclable Solid
523 Waste. In addition, if at any time the quantity of non-recyclable Solid Waste that is mixed with
524 the Recyclable Materials and/or Organic Materials would require extensive sorting, Company
525 may refuse to sort or Collect the material. In either event, Company shall attach a City-approved
526 warning notice or City-approved notice of violation (included as Exhibit 5) on the Container
527 and/or the door of the residence.

528 D. In the event Company refuses to Collect Recyclable Materials and/or Organic Materials pursuant
529 to subparagraph C, above, Company shall notify the City during the same business day. In
530 addition, Company shall report monthly to the City, in writing, regarding all warning notices
531 issued pursuant to this Section.

532 **3.4 Overage Collection**

533 The Company shall conform to the following overage Collection procedures if: 1) a Customer receiving
534 Recyclable Materials Collection services places Recyclable Materials, excluding motor oil, alongside its

535 Container placed at the Curb for Collection, or 2) a Customer receiving Organic Materials Collection
536 services places Organic Materials alongside its Container placed at the Curb for Collection:

537 A. Upon the first occurrence, Company shall Collect the Recyclable Materials and/or Organic
538 Materials. The Company shall complete and attach a City-approved warning notice, attach the
539 tag on the Container and/or the door of the residence or business, and notify the City within 48
540 hours of such occurrence.

541 B. If the procedures set forth in subparagraph A, above, have been followed, upon a second
542 occurrence within the same 12-month period, Company may refuse to Collect the Recyclable
543 Materials or Organic Materials that have not been placed in the Container. The Company shall
544 attach a City-approved warning notice or City-approved notice of violation on the Container and
545 the door of the residence or business.

546 C. In the event Company refuses to Collect Recyclable Materials and/or Organic Materials pursuant
547 to subparagraph B, above, Company shall notify the City during the same business day. In
548 addition, Company shall report monthly to the City, in writing, all warning notices issued
549 pursuant to this Section.

550 **3.5 Marketing and Sale of Recyclable Materials and Organic Materials**

551 Company shall be responsible for marketing and sale of all Recyclable Materials and Organic Materials
552 Collected pursuant to this Agreement. Revenues from the sales of these materials have been applied to
553 the initial rates set under the Agreement. Company shall sell all Recyclable Materials and Organic
554 Materials Collected pursuant to this Agreement at not less than fair market value.

555 Company shall provide proof to the City that all Recyclable Materials Collected are marketed for
556 Recycling or reuse in such a manner that materials shall be considered as diverted in accordance with the
557 State regulations. All Residue from the Processing activities that is not marketed for use shall be
558 accounted for as Disposal tonnage and Disposed at a permitted Disposal site. Residue shall not exceed
559 10%, by weight, of the Recyclable Materials and Organic Materials Collected. The amount of Residue shall
560 be reported on a quarterly basis in accordance with Section 6.3.2.A.

561 Company shall not transport Recyclable Materials or Organic Materials to a domestic or foreign location if
562 Disposal of such material is the intended use.

563 Company agrees to maintain a marketing strategy for all Recyclable Materials and Organic Materials
564 Collected by Company under this Agreement. The marketing strategy shall be in place with the execution
565 of this Agreement and at the time of beginning any expanded or changed service. The marketing strategy
566 shall fully describe Company's marketing methods and approach, targeted primary and contingent
567 markets, pricing policy and assumed market value for each Collected type of Recyclable Materials and
568 Organic Materials.

569 If Company does not have a market for Collected Recyclable Materials and/or Organic Materials
570 Company shall notify City within five (5) business days of such discovery. Neither Recyclable Materials
571 nor Organic Materials may be Disposed of in lieu of Recycling the material, without the expressed written
572 approval of the City. If Company believes that it cannot divert the Recyclable Materials or Organic
573 Materials from Disposal, then it shall prepare a written request for approval to Dispose of such material.
574 Such request shall contain the basis for its belief, describe the Company's efforts to arrange for the

575 diversion from Disposal of such material, the period required for such Disposal, the incremental costs or
576 cost savings resulting from such Disposal, and any additional information supporting the Company's
577 request. The City shall consider the Company's request and inform Company in writing of its decision
578 within thirty (30) calendar days. If the City approves such request and there is a cost savings resulting
579 from such Disposal the Company shall remit the cost savings to the City, within thirty (30) calendar days.

580 **3.6 Operations**

581 **3.6.1 Operating Hours and Schedules**

582 To preserve peace and quiet, and minimize theft of Recyclable Materials and Organic Materials, the
583 Company shall schedule no Collections from any premises on any day earlier than 6:00 a.m. or later than
584 6:00 p.m. provided, however, that the City may, at its sole discretion, change the Collection time as
585 required by the needs of the Customers or the Company.

586 Collection of Recyclable Materials and Organic Materials shall be made on all holidays that fall on a day of
587 service unless otherwise agreed upon by the City and the Company.

588 The Company shall guarantee complete Curbside Recyclable Materials and Organic Materials Collection
589 service on each route on each day of Collection service. Liquidated damages may be assessed by the City
590 on the Company for failure to collect Recyclable Materials and/or Organic Materials which have been
591 properly set out for Collection. In the case of a call-in missed pick up received before noon, Company
592 shall Collect the Recyclable Materials and/or Organic Materials Container that same day. In the case of a
593 call-in missed pick up received after noon, Company shall Collect the Recyclable Materials and/or Organic
594 Materials Container before noon of the following business day.

595 If the Company fails to Collect Recyclable Material Containers or Organic Materials Containers from
596 Customers within twenty-four (24) hours of receiving notification of the missed pickups, the City shall
597 have the right to Collect such Containers and the Company shall reimburse the City for the reasonable
598 costs incurred to Collect such Containers.

599 Collections of Recyclable Materials, Organic Materials or Solid Waste necessitated by an emergency,
600 which the City Manager determines threatens the public health and safety within the City will be made
601 by the Company at the direction of the City Manager. Such Emergency Services may be required outside
602 of the regular Collection hours and schedule. If the City requests the Company to provide Emergency
603 Services, the Company will use the Company's good faith best efforts to respond to such a request. The
604 City shall reimburse the Company for all documented and reasonable costs incurred in order to comply
605 with the provisions of this requirement.

606

607 **3.6.2 Vehicle Requirements**

608 A. **General.** All vehicles used under this Agreement shall be in good working condition and in an
609 appearance reasonably acceptable to the City. The vehicles, including trailers, shall be sufficient
610 in number and capacity to perform the work required by the Agreement in strict accordance with
611 its terms. Company shall have available on Collection days, sufficient back-up vehicles, including
612 trailers, in order to respond to complaints, missed Collections, equipment failure, and
613 emergencies. Company assumes all of the financial and operational risks associated with the

614 Collection vehicles, including trailers. If additional or alternative vehicles are required above
615 those included in Company's Proposal in order to meet the service standards of this Agreement,
616 Company shall provide such additional vehicles, including trailers, at no additional cost to the
617 City.

618 B. **Specifications.** All vehicles, including trailers, used by Company in providing Collection services
619 under this Agreement shall be registered with the California Department of Motor Vehicles. All
620 such vehicles, including trailers, shall have water-tight bodies designed to prevent leakage,
621 spillage or overflow. All such vehicles shall comply with California Air Resources Control Board
622 (CARB) air quality regulations and other applicable air quality regulations for solid waste fleets
623 (including required labeling). Company shall provide the City with all the necessary information
624 the City needs to provide to the State to demonstrate compliance with all applicable laws and
625 regulations.

626 C. **Vehicle Identification.** Company's name, toll-free telephone number, a unique vehicle
627 identification number designated by Company, and the phrase "Servicing the City of Clovis" shall
628 be prominently displayed on all vehicles in letters and numbers no less than two and one-half (2
629 1/2) inches high.

630 D. **City Logo and Promotional Ads.** At City's request, Company shall allow the City's logo,
631 advertising for City-sponsored events, and other City-related promotional ads to be placed on
632 Collection vehicles operating in the City. Company shall be responsible for installing the logo or
633 promotional advertisements. Company shall not place any other logos or promotional ads on its
634 vehicles without the consent of the City.

635 E. **Cleaning and Maintenance**

636 1. Company shall perform regular preventive maintenance per manufacturer's recommendation
637 and maintain all of its properties, facilities, and equipment used in providing service under
638 this Agreement in a safe, neat, clean and operable condition at all times.

639 2. Vehicles used in the Collection of Recyclable Materials and Organic Materials shall be
640 painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to
641 present a clean appearance at all times. City may inspect vehicles at any time to determine
642 compliance with this Agreement, and Company shall clean and/or re-paint vehicles on City's
643 request if determined necessary by City.

644 3. Company shall inspect each vehicle daily to ensure that all equipment is operating properly.
645 Vehicles which are not operating properly shall be taken out of service immediately and until
646 they are repaired and do operate properly. Company shall perform all scheduled
647 maintenance functions in accordance with the manufacturer's specifications and schedule.
648 Company shall keep accurate records of all vehicle maintenance, recorded according to date
649 and mileage and shall make such records available to City upon request.

650 4. Company shall inspect and repair, or arrange for the repair of, all of its vehicles and
651 equipment for which repairs are needed because of accident, breakdown or any other cause
652 so as to maintain all equipment in a safe and operable condition. If an item of repair is
653 covered by a warranty, Company shall obtain warranty performance. Company shall
654 maintain accurate records of repair, which shall include the date/mileage, nature of repair
655 and the signature of a maintenance supervisor that the repair has been properly performed.

Agreement for Recyclable and Organic Material Collection, Processing, and Marketing Services

656 5. Company shall furnish sufficient equipment to provide all service required under this
657 Agreement, including back-up Collection vehicles. Company shall, within thirty (30) days of
658 request from City, provide a written inventory of all equipment, including Collection vehicles,
659 used in providing service, and shall update the inventory annually.

660 F. **Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all
661 applicable safety and local ordinances. Company shall not load vehicles in excess of the
662 manufacturer's recommendations or limitations imposed by state or local weight restrictions on
663 vehicles.

664 Equipment shall comply with U.S. Environmental Protection Agency noise emission regulations,
665 which is, as of the date of execution of this Agreement, codified at 40 CFR Part 205 and other
666 applicable noise control regulations, and shall incorporate noise control features throughout the
667 entire vehicle. Noise levels of equipment used for Collection shall not exceed any related noise
668 levels identified in local, state or federal regulations.

669 Company (as opposed to City) shall be financially responsible for any damage, other than normal
670 wear and tear, it causes to City's driving surfaces (public or private), whether or not paved, and
671 associated curbs, gutters and traffic control devices, resulting from or directly attributable to any
672 of its operations. Company shall be responsible for clean-up of all oil and fluid leaks from
673 Company equipment, including the immediate application of absorbent and its subsequent
674 sweeping up.

675 **3.6.3 Container Requirements**

676 All Carts shall remain the property of the City subsequent to delivery to Customer. All Bins shall remain
677 the property of Company subsequent to delivery to Customer. Company's name shall not be affixed to
678 any of the Containers. Containers shall be identified with the City's logo and the words "Recyclable
679 Materials only" and "Organic Materials only," as appropriate, and as approved by the City.

680 Company shall replace any Container reported lost or damaged due to their activities at no additional
681 cost to the Customer.

682 **3.6.4 Personnel**

683 Company shall furnish qualified drivers, mechanical, supervisory, clerical, management and other
684 personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe,
685 economical and efficient manner. If additional personnel are required to meet the service standards of
686 this Agreement, Company shall provide such additional personnel at its own expense. Company shall
687 notify City at least two (2) weeks in advance of any change in personnel or staffing which may affect the
688 quality or timing of service under this Agreement. City shall be notified immediately of any change in
689 management or supervisory staff associated with this Agreement.

690 All drivers shall be trained and qualified in the operation of the vehicles they operate and must possess a
691 valid license, of the appropriate class, issued by the California Department of Motor Vehicles. During
692 normal working hours, the Company and its employees providing Collection services shall be able to
693 contact or to be contacted in vehicles through a Company-provided two-way radio or vehicle telephone
694 communication system. Company shall provide to the City two (2) such units for monitoring and
695 contacting drivers or Company.

696 Company also agrees to establish and vigorously enforce an educational program which will train
697 Company's employees in the identification of Hazardous Waste. Company's employees shall not
698 knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such
699 Hazardous Wastes at the Approved Processing Sites.

700 Company shall train its employees in customer courtesy, shall prohibit the use of loud or profane
701 language, and shall instruct Collection crews to perform the work quietly and in a manner displaying a
702 professional attitude and respect of the public and other public employees. Company shall use its best
703 efforts to assure that all employees present a neat appearance and conduct themselves in a courteous
704 manner. If any employee is found to be discourteous or not to be performing services in the manner
705 required by this Agreement, Company shall take all necessary corrective measures. If City has notified
706 Company of a complaint related to discourteous or improper behavior, Company will consider
707 reassigning the employee to duties not entailing contact with the public while Company is pursuing its
708 investigation and corrective action process.

709 **3.6.5 Identification Required**

710 Company shall provide its employees and subcontractors with identification for all individuals who may
711 make personal contact with residents or businesses in the City. The City may require Company to notify
712 customers yearly of the form of said identification. Company shall provide a list of current employees,
713 companies, and subcontractors to the City upon request.

714 **3.6.6 Fees and Gratuities**

715 Company shall not, nor shall it permit any agent, employee, or subcontractor employed by it to request,
716 solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for any services
717 performed under this Agreement.

718 **3.6.7 Noise Levels**

719 Company shall perform all Collection services in a manner that minimizes the noise resulting from its
720 equipment and personnel and shall ensure that it is in compliance with Applicable Law and the City's
721 Municipal Code.

722 **3.7 Implementation Plan**

723 The Parties recognize that substantial planning will be required in order to assure an orderly and timely
724 initiation of Recyclable Materials and Organic Materials Collection services. The Company's
725 implementation of the services required under this Agreement shall occur in a smooth and seamless
726 manner so that Customers do not experience disruption in services. Company shall be responsible for
727 managing implementation of services and for providing a detailed implementation schedule, to be
728 approved by City and incorporated herein as Exhibit 2.

729 Failure to adhere to the implementation schedule included in Exhibit 2 will constitute a breach of this
730 Agreement and an event of default under Article 9.

731 **3.8 Recyclable Materials and Organic Materials Processing**

732 **3.8.1 General**

733 Company agrees to transport and deliver all Recyclable Materials and Organic Materials it Collects in the
734 City to the Approved Recyclable Materials Processing Site and Approved Composting Site, respectively.
735 Residue from the Processed Recyclable Materials and Organic Materials shall be Disposed of by Company
736 at a Disposal site selected by Company and be reported to City as part of Company's quarterly report as
737 described in Section 6.3.2. All costs associated with transporting to and Processing Recyclable Materials
738 and Organic Materials at the Approved Processing Sites shall be paid by Company.

739 Should the Company decide to use a Processing Site other than the Approved Processing Sites, it shall
740 notify the City in writing at least forty-eight (48) hours prior to such change and obtain the City's written
741 approval prior to use of the site. Company shall not be compensated for any increased transportation
742 and/or Processing costs associated with the use of Processing Site(s) different from the Approved
743 Processing Sites.

744 **3.8.2 Permits**

745 Company shall ensure that the terms of all existing permit approvals from governmental authorities
746 necessary for the use of the Approved Processing Sites are kept in Full Regulatory Compliance throughout
747 the term of this Agreement.

748 **3.9 Status of Processing Sites**

749 Any Processing Site used by Company must be designed and constructed in accordance with all
750 applicable state and local laws (e.g., CEQA, California Code of Regulations, etc.). The Company warrants
751 that the Approved Processing Sites have been issued all permits from federal, state, regional, county and
752 city agencies necessary to operate as a Processing Site and are in Full Regulatory Compliance with all such
753 permits. Company shall provide copies to City, upon request, of all notices of violation or amendments to
754 permits.

755 Any Processing Site selected by Company shall have sufficient uncommitted capacity to accept, under its
756 existing permit, all Recyclable Materials and/or Organic Materials (as applicable) delivered to it by, or on
757 behalf of, the City.

758 **3.10 City's Materials Weighed Separately**

759 Recyclable Materials and Organic Materials Collected within the City shall not be commingled with
760 materials collected from any other jurisdiction prior to such material being accurately weighed and
761 allocated to City's Recyclable Materials and Organic Materials Collection program by appropriate records,
762 including Residue.

763 **3.11 Scavenging**

764 Company shall keep a log of scavenging incidents reported to Company by citizens or observed by
765 Company's employees. Company shall report such incidents to City as soon as possible, with the
766 following information, if available:

767 A. Location of the incident;

768 B. Time and date of the incident;

769 C. Vehicle description and license number; and

770 D. Description of driver/unauthorized collector.

771 City shall make reasonable efforts to enforce applicable laws prohibiting unauthorized Collection of those
772 Recyclable Materials and/or Organic Materials which are to be Collected by Company under the terms of
773 this Agreement.

774

775 **ARTICLE 4: OTHER SERVICES**

776 **4.1 Timing of Payments and Invoices**

777 Company shall submit at the end of each calendar month of service, a statement that all services were
778 performed as required under this Agreement and the calculation of the payment due to the Company.
779 Said monthly statement shall be submitted to City within fifteen (15) days of the end of the calendar
780 month in which the service was provided and shall be accompanied by any monthly or other reports due
781 to City. Within thirty (30) days of receipt of such statement, City shall pay Company the sum due in
782 accordance with Section 5.1 of the Agreement.

783 **4.2 Customer Service**

784 **4.2.1 Office**

785 Company shall maintain throughout the term of this Agreement an office within the City. Office hours
786 shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of City holidays.
787 A responsible and qualified representative of Company shall be available during office hours for in-person
788 communication with the public at the local office. Company shall maintain a toll-free telephone number
789 that shall be available during office hours. Company's telephone system shall be adequate to handle the
790 volume of calls typically experienced on the busiest days. Company shall also maintain a toll-free
791 telephone number for use during other than normal business hours. Company shall have a
792 representative, answering or message providing/receiving (voice-mail) service available at said after-
793 hours telephone number, including holidays.

794 **4.2.2 Complaint Documentation**

795 All service complaints received by the City related to Recyclable Materials and/or Organic Materials
796 Collection shall be directed to Company.

797 Within ninety (90) days of the Effective Date, Company shall have a complaint tracking and reporting
798 system as described in Exhibit 6, which shall be accessible electronically by the City, and shall log all
799 complaints received orally or in writing. Said log shall include, at a minimum:

- 800 A. The date and time the complaint was received;
- 801 B. Name, address and telephone number of complainant;
- 802 C. Description of complaint;
- 803 D. Employee recording complaint; and,
- 804 E. The action taken by Company to respond to and remedy complaint.

805 All complaints received before noon shall be responded to that same day. All complaints received after
806 noon shall be responded to before noon of the following business day.

807 Company shall retain daily logs of complaints for a minimum of twenty-four (24) months and shall be
808 locally available to City at all times during this Agreement upon twenty-four (24) hour notice.

809 All written customer complaints and inquiries shall be date-stamped when received and shall be
810 responded to on the same day of receipt or within four (4) business hours if received after normal
811 business hours.

812 At all times during this Agreement, all customer service records and logs kept by Company shall be
813 available to City upon (twenty-four) 24 hour notice and at no cost to City. City shall, at any time during
814 regular Company business hours, have access to Company's customer service department for purposes of
815 monitoring the quality of customer service, researching customer complaints, assessing liquidated
816 damages, or other matters related to Company's performance under this Agreement.

817 Company shall notify Customers of this complaint procedure at the time Customers apply for or are
818 provided service, and annually thereafter. Company may include an insert describing Company's
819 complaint procedures in the City's billings, in accordance with Section 4.3.1.

820 **4.2.3 Resolution of Customer Complaints**

821 In the event that a Customer appeals the Company's decision regarding a complaint to the City, the City
822 Manager may request written statements from Company and Customer and/or oral presentations and
823 Company shall comply with such request.

824 The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any
825 shall be provided. Any remedies provided under this Section shall be at Company's expense.

826 Nothing in this Section is intended to affect the remedies of third parties against Company; nor will the
827 rebate of Customer charges prevent the imposition of liquidated damages by City pursuant to Section
828 9.5.

829 **4.2.4 Government Liaison**

830 Company shall designate in writing a "Government Liaison" who shall be responsible for working with the
831 City Manager to resolve Customer complaints. The City has the right to approve the Government Liaison,
832 initially and prior to any future personnel change.

833 **4.3 Education and Public Awareness**

834 **4.3.1 General**

835 Company acknowledges and agrees that education and public awareness are critical, key and essential
836 elements of performing effectively under this Agreement. Accordingly, Company agrees to cooperate
837 with City to explore opportunities to expand public and customer knowledge concerning needs and
838 methods to reduce, reuse and Recycle discarded waste materials and to cooperate fully with City in this
839 regard.

840 Company shall perform public education activities related to the Recyclable Materials and Organic
841 Materials programs in accordance with Exhibit 6. This may include, but not be limited to: mailings prior
842 to the start of service, flyers handed out with Container delivery and follow-up mailings or hand-outs
843 related to new services. Prior to the Commencement Date, pursuant to Exhibit 1, Company's Proposal,
844 Company shall engage an outreach subcontractor. The outreach subcontractor shall be Cascadia

845 Consulting Group, Inc., or other City-approved subcontractor. Company may submit materials to be
846 included in the City's newsletter at Company's expense.

847 All public education materials used in the City shall be approved in advance by the City and shall be
848 printed on or manufactured from recycled material.

849 Company may submit billing inserts for inclusion in City's billing, meeting City's requirements, and at
850 Company's cost. Company will be allowed one such insert per calendar quarter.

851 **4.3.2 Annual Public Education Plan**

852 Within thirty (30) days of the Effective Date and annually thereafter, on or before April 1, Company shall
853 submit to City a public education plan, in a City-approved format, which describes Company's planned
854 educational materials to be distributed and public outreach activities for the forthcoming Rate Year. Each
855 annual public education plan shall include a proposed schedule.

856 **4.3.3 Community Events**

857 At the direction of the City, and with advance notice, Company shall provide Collection Containers and
858 Collection for Recyclable Materials and Organic Materials, at community events and local activities.
859 Company shall provide at such community events, without cost to the City, educational and publicity
860 information promoting the goals of the City's Recycling programs and the Company's operating
861 procedures and services available to Customers.

862 **4.3.4 Beverage Container Recycling Grants**

863 Each year, as part of Company's education and public awareness efforts, Company shall complete and
864 submit on behalf of the City, all application materials required to obtain funding through the
865 "City/County Payment Program" portion of the of the California Beverage Container Recycling and Litter
866 Reduction Act. Company shall assist City in identifying eligible projects and/or uses for grant funds
867 received, and in implementing such projects once grant funding has been secured.

868 **4.4 Waste Generation/Characterization Studies**

869 Company acknowledges that City must periodically complete Solid Waste generation and Disposal
870 characterization studies to comply with regulatory requirements. Company agrees to participate and
871 cooperate with City and its agents to perform studies and data collection and prepare reports as needed
872 to determine weights and volumes of Recyclable Materials and Organic Materials generated, Disposed,
873 transformed, diverted or otherwise handled/Processed to satisfy such regulatory requirements.
874 Company shall not be required to participate and cooperate with the performance of the waste
875 generation/characterization studies more than once every two (2) years.

876 **4.5 Service Review**

877 City may from time to time perform a service review in cooperation with the Company. The purpose of
878 the review is to provide for a discussion and review of technological, economic, and regulatory changes in
879 order to achieve a continuing, advanced Recyclable Materials and Organic Materials system; and to
880 ensure services are being provided with adequate quality, effectiveness and economy.

881 4.6 Revenue Sharing Audit

882 The City may perform an audit of Company's revenue sharing payments at any time during the term of
883 the Agreement at the City's sole discretion. The City reserves the right to perform the revenue sharing
884 audit itself or through use of a City-selected agent. Upon City and/or its agent's request, Company shall
885 make all records related to its monthly revenue sharing payments, calculated in accordance with Section
886 5.3.4, available to the City and/or its agents for review during regular business hours and within three (3)
887 Business Days of such request. In the event that such an audit results in a finding that the Contractor has
888 underpaid the City, Contractor shall compensate the City up to twenty five thousand dollars (\$25,000) for
889 City's demonstrated actual costs in performing the audit.

890 4.7 Annual Customer Satisfaction Survey

891 Company shall perform annual customer satisfaction surveys in a manner agreed to by the City and using
892 City-approved questionnaires at Company's expense. City may request that the survey responses be
893 returned directly to the City and/or that the Company compile survey results.

894 4.8 AB 341 and AB 1826 Compliance

895 Company shall perform all education, outreach, monitoring, and reporting for Commercial and Multi-
896 Family properties as required by AB 341 and AB 1826. These activities shall include educating
897 Commercial and Multi-Family Customers regarding the requirements of AB 341 and AB 1826; and
898 notifying non-compliant Customers at least semi-annually. The Company's approach to educating
899 Customers shall be reviewed and approved by the City.

900 4.9 Annual Compost Giveaway

901 Company shall provide one (1) free annual compost give-away event through which residents of the City
902 may claim, in resident-provided containers, up to three (3) cubic yards of compost product. Company
903 shall coordinate with the City to determine a City-approved date and time for the event.

904

905 **ARTICLE 5: COMPANY'S COMPENSATION AND RATES**

906 **5.1 General**

907 Company's compensation provided for in this Article shall be the full, entire and complete compensation
908 due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes,
909 insurance, bonds, overhead, profit and all other things necessary to perform all the services required by
910 this Agreement in the manner and at the times prescribed.

911 City shall compensate Company monthly in arrears for the Collection of Single Family and Multi-Family
912 Recyclable Materials and Organic Materials as specified herein in an amount based on the then-current
913 number of monthly active units (as per the City's Utility System Report, which shall be provided each
914 month by the City's Finance Department) multiplied by the rate per unit then in effect (e.g., 27,000 single
915 family units x \$3.40 = \$91,800), where a "unit" is equivalent to each Cart being used to provide
916 individualized Collection service or each dwelling unit of a Multi-Family complex receiving shared
917 Collection service. The monthly active customer count shall be calculated in accordance with the Exhibit
918 7.

919 Company shall bill Commercial Customers directly for Recyclable Materials and Organic Materials
920 Collection services. Company shall charge Commercial Customers rates that shall not exceed fifty percent
921 (50%) of the rate charged by the City for similar Solid Waste Collection service for Recyclable Materials
922 Collection services and rates that shall not exceed sixty (60%) of the rate charged by the City for similar
923 Solid Waste Collection service for Organic Materials Collection services. Company shall provide to City
924 annually, or as prices are changed, a list of the current Commercial Recyclable Materials and Organic
925 Materials Collection rates charged by Company. Company shall have the right to retain all receipts
926 generated through such Commercial billing activities, subject to Section 5.3 (Revenue Sharing).

927 **5.2 Company's Initial Compensation from City**

928 These amounts shall be fixed for Rate Year One and shall not be increased to reflect increases in costs
929 above those, or to reflect decreases in revenues below those anticipated by Company in its Proposal, nor
930 decreased to reflect decreases in costs below nor revenues greater than those anticipated by Company in
931 its Proposal.

932 **5.2.1 Residential Recyclable Materials Rate – Individual Service**

933 City shall compensate Company \$3.32 per Cart for Single-Family Dwelling Units and Multi-Family Dwelling
934 Units receiving individualized Recyclable Materials Cart Collection service for the first Rate Year (August
935 1, 2015 through July 31, 2016).

936 **5.2.2 Residential Recyclable Materials Rate – Centralized Service**

937 City shall compensate Company \$1.73 per Multi-Family Dwelling Unit receiving centralized Recyclable
938 Materials Collection service for the first Rate Year (August 1, 2015 through July 31, 2016). For example,
939 Company shall be compensated for an apartment complex with seven (7) separate apartments sharing
940 centralized Collection service by multiplying the rate shown here times seven (7).

941 **5.2.3 Residential Organic Materials Rate – Individual Service**

942 City shall compensate Company \$4.62 per Cart for Single-Family Dwelling Units and Multi-Family Dwelling
 943 Units receiving individualized Organic Materials Cart Collection service for the first Rate Year (August 1,
 944 2015 through July 31, 2016).

945 **5.2.3 Residential Organic Materials Rate – Centralized Service**

946 City shall compensate Company \$4.67 per Multi-Family Dwelling Unit receiving centralized Organic
 947 Materials Collection service for the first Rate Year (August 1, 2015 through July 31, 2016). For example,
 948 Company shall be compensated for an apartment complex with seven (7) separate apartments sharing
 949 centralized collection service by multiplying the rate shown here times seven (7).

950 **5.3 Company's Compensation for Subsequent Rate Years**

951 **5.3.1 Company Compensation for Rate Year Two Through Ten**

952 For Rate Years Two through Ten, the Company's per-unit compensation shall be calculated by multiplying
 953 the prior year's per-unit compensation by 1 plus 80% of the change in the average "Consumer Price Index
 954 (U.S. City Average, All Urban Consumers; 1982-84 = 100, West Region – Size Class B/C)" (or some other
 955 mutually agreed-upon index if phased-out) index for the twelve months ended the March prior to the
 956 rate change over the average index for the twelve months ended the prior March, or four percent (4%)
 957 whichever is less. Per-unit compensation shall be rounded to the nearest cent.

$$\begin{array}{l} \text{Adjusted "Residential} \\ \text{Recyclable Materials with} \\ \text{Individual Service" Monthly} \\ \text{Rate (RRMIS)} \end{array} = \begin{array}{l} \text{Prior Year's RRMIS Monthly Rate} \times (1 + (((\text{Average CPI April} \\ \text{through March of the Current Year} - \text{Average CPI April through} \\ \text{March of the Previous Year}) / \text{Average CPI March to March of} \\ \text{the Previous Year}) \times 80\%)) - \text{Capped at 4\%} \end{array}$$

958

959 For example,

960 Prior Year's RRMIS Monthly Rate = \$3.40

961 Current Year's Average April-to-March CPI = 180.2

962 Prior Year's Average April-to-March CPI = 172.8

963 Adjusted RRMIS Monthly Rate = $\$3.40 \times (1 + ((180.2 - 172.8) / 172.8) \times 80\%) = \3.52

964

965 **5.3.2 Revenue Sharing**

966 Company agrees to share revenue generated through marketing Recyclable Materials and Organic
 967 Materials Collected under this Agreement as described below:

968 For Rate Year 1, Company shall provide a rebate to the City in the amount of \$21.75/ton per ton on
 969 Single-Family Recyclable Materials Collected under this Agreement. Company shall also provide a rebate
 970 to the City in the amount of \$10.00 per ton on all Multi Family and Commercial Recyclable Materials
 971 collected as part of this agreement. During the process of establishing rates for Rate Period 2 and each

972 successive Rate Period thereafter, the rebates to the City noted above shall be adjusted, up or down, to
973 reflect 18% of the monthly average for the most recent February through March average values for Low
974 Side of the Official Board Market (OBM) Los Angeles Index for Mixed Paper (2) – Export to China).

975 **5.4 Application for Annual Compensation Adjustment**

976 On or before May 1, prior to the commencement of the Rate Year for which compensation is to be
977 determined, Company shall calculate and submit to City the Company's proposed compensation as
978 described in Section 5.3.

979 **5.5 Variances from Projections**

980 Except as described in Section 5.3.4 above, Company shall retain any income from actual costs being less,
981 or materials marketing revenues being greater than projected but shall not be compensated for actual
982 costs being more, or materials marketing revenues being less than projected. In addition, calculations of
983 Company's compensation shall not be adjusted for past variances of actual cost from those projected.

984 **5.6 Application for Special Compensation Adjustment**

985 A special rate adjustment may be approved by the City, in its sole discretion, at any time that it can be
986 established that there is good cause based on a significant change in circumstances. Such adjustment
987 shall be prospective in nature and no claim of reimbursement for costs shall be made for any period prior
988 to the date of the request. Significantly changed circumstances may include City-directed changes in
989 service, new governmental fees, charges or taxes, a Change in Law, permits or regulations or in the
990 interpretation thereof, or other significant changes in costs not within the control of Company. If
991 Company desires to seek a special rate change, no later than January 1 for compensation effective July 1,
992 the Company shall submit to the City Manager a request for special rate adjustment. The request for
993 special rate adjustment shall include a thorough written explanation of the significantly changed
994 circumstances, as well as an explanation of why these circumstances constitute good cause for making
995 such an application and the amount of the rate adjustment requested by Company, together with such
996 other data and supporting documentation as may be required by City Manager.

997 If Company requests a special rate adjustment, Company shall provide a statement of operations at the
998 time the request for a special rate adjustment has been submitted to the City Manager. The statement
999 of operations shall include the specific revenues and expenses related to the operations provided for in
1000 this Agreement. Company shall also make available for review, by the City or its agent, the supporting
1001 documentation (i.e., general ledger, allocation methodology, etc.) used to compile the statement of
1002 operations. The statement of operations and supporting documentation shall be prepared in accordance
1003 with Generally Accepted Accounting Principles (GAAP). If the City, or its agent, determines the statement
1004 of operations and supporting documentation is not sufficient to determine the reasonableness of the
1005 requested special rate adjustment, the City shall have the right to request a financial audit of the
1006 Company's operations in accordance with Generally Accepted Auditing Standards (GAAS) by a certified
1007 public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California
1008 as determined by the State of California Department of Consumer Affairs Board of Accountancy. If the
1009 City requests an audit, the City shall reimburse the Company fifty percent (50%) of the reasonable costs
1010 of the audit.

1011 The City Manager shall determine within forty-five (45) days of receipt of all reasonable requested
1012 documents and information whether to recommend to the City Council an adjustment in rates. If the City

1013 Manager recommends an adjustment in rates, a hearing on the proposed rate adjustments will be
1014 scheduled before the City Council within ninety (90) days after the City Manager's determination. The
1015 City Council shall consider the Company's application and such other materials and information
1016 reasonably requested by the City Council from Company to assess the merits of Company's application.
1017 The City Council, in its sole and reasonable discretion, may adjust Company's rates to compensate
1018 Company for its reasonable net costs resulting from a significant change in circumstances.

1019 Company shall not be entitled to a special rate adjustment more than once every three years and such
1020 adjustment shall not exceed six percent (6%).

1021 If the City Manager determines that good cause does not exist, Company shall have ten (10) days in
1022 which to file an appeal of the determination with the City Council. That appeal shall be placed on the City
1023 Council's agenda as soon as practicable.

1024 The City Council's decision regarding the City Manager's recommendation or following an appeal shall be
1025 conclusive.

1026

1027 **ARTICLE 6: RECORDS, REPORTS AND OTHER REQUIREMENTS**

1028 **6.1 General**

1029 Company shall maintain, for the term of this Agreement and three (3) years beyond the term, such
1030 accounting, statistical and other records related to its performance under this Agreement as shall be
1031 reasonably necessary to develop the reports required by this Agreement.

1032 In such a case and when records and data are not retained by the Company, the City may make
1033 reasonable assumptions regarding what information is contained in such records and data, and such
1034 assumption(s) shall be conclusive in whatever action the City takes and Company shall pay the City
1035 liquidated damages in accordance with Section 9.5.

1036 To this extent, such requirements set out in this and other Articles of this Agreement shall not be
1037 considered limiting or necessarily complete. Further, with the written direction or approval of the City
1038 Manager, the records and reports to be maintained and provided by Company in accordance with this
1039 and other Articles of the Agreement may be adjusted in number, format, or frequency.

1040 **6.2 Records**

1041 **6.2.1 General**

1042 Company shall maintain records required to conduct its operations, to support requests it may make to
1043 City, and to respond to requests from City in the conduct of City business. Adequate record security shall
1044 be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft
1045 and earthquake. Electronically maintained data/records shall be protected and backed up.

1046 **6.2.2 Financial Records**

1047 Detailed financial records shall be maintained and cost and revenue information for the City shall be
1048 segregated from those of other areas served by Company. Company shall record and make available to
1049 the City annually, a copy of its general ledger and profit and loss statement describing the gross materials
1050 marketing revenue. Financial reports shall be maintained in compliance with Generally Accepted
1051 Accounting Principles (GAAP).

1052 **6.2.3 General Records**

1053 Contractor shall maintain at its local office the following records and make them available to the City
1054 upon five (5) Business Days' notice to Contractor.

1055 A. Customer services information;

1056 B. Weight and volume of Recyclable Materials Collected. Information is to be separated by Service
1057 Type and material type (e.g., newspaper, metal, corrugated cardboard, glass, plastic, and used
1058 motor oil, etc.). Tonnage is to be actual weight of material from the City, not a projection or
1059 conversion factor;

1060 C. Weight and volume of Organic Materials. Information is to be separate by Service Type.
1061 Tonnage is to be actual weight of material from the City, not a projection or conversion factor;

1062 D. Special events;

- 1063 E. Routes and route maps;
- 1064 F. Facilities, equipment and personnel used;
- 1065 G. Facilities and equipment operations, maintenance and repair;
- 1066 H. Processing of Recyclable Materials and Organic Materials;
- 1067 I. Complaints;
- 1068 J. Missed pick-ups;
- 1069 K. Warning notices and notices of violations issued to Customers;
- 1070 L. Recyclable Materials and Organic Materials participation levels- especially as related to
1071 determining participation rates and implementing programs to increase existing participation,
1072 achieve and maintain compliance with AB 341 and AB 1826, and to expand diversion; and,
- 1073 M. Materials marketing data. Including, but not limited to, kind of material, Processing costs per ton,
1074 quantity sold (in tons), gross revenue per ton, and net marketing revenue.

1075 **6.3 Reports**

1076 **6.3.1 Report Formats**

1077 Records shall be maintained in forms and by methods that facilitate flexible use of data contained in
1078 them to structure reports, as needed. Reports are intended to compile recorded data into useful forms
1079 of information that can be used to, among other things:

- 1080 A. Determine and set rates and evaluate the financial efficacy of operations;
- 1081 B. Determine per ton materials marketing revenue by material type;
- 1082 C. Evaluate past and expected progress towards achieving goals and objectives;
- 1083 D. Determine needs for adjustment to programs; and,
- 1084 E. Evaluate customer service and complaints.

1085 Company may propose report formats that are responsive to the objectives and audiences for each
1086 report. The format of each report shall be in a form approved by the City.

1087 **6.3.2 Quarterly Reports**

1088 Quarterly reports shall be submitted within thirty (30) calendar days after the end of the report quarter.
1089 Reports shall present the following information by each month's data in the reported quarter and include
1090 a quarterly average. In addition, each quarterly report shall show the past four (4) quarters average for
1091 data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly
1092 information).

1093 The information listed shall be the minimum reported for each service:

1094 **A. Recyclable Materials and Organic Materials Services.**

- 1095 1. Recyclable Materials Collected by Company, by Service Type, in tons, and by type of
1096 material (e.g., newspaper, metal, corrugated cardboard, glass, plastic, and number of

- 1097 gallons of used motor oil, etc.). Tonnage of Residue Disposed by Service Type. Location of
 1098 processing and final disposition of all Recyclable and Organic Materials as well as
 1099 Residue Disposal.
- 1100 2. Organic Materials Collected by Company and tonnage of Residue Disposed by Service
 1101 Type.
- 1102 3. Narrative summary of problems encountered and actions taken with recommendations
 1103 for City, as appropriate.
- 1104 4. Number of Recyclable Materials and Organic Materials accounts by Service Type shown
 1105 for each month of reporting year and previous years.
- 1106 5. Set-out rates (i.e., number of Carts Collected during the month divided by the total
 1107 Collection opportunities during the month) for Recyclable Materials and Organic
 1108 Materials accounts by Service Type shown for each month of reporting year and previous
 1109 years.
- 1110 6. Materials Sales. Sales statement showing: kinds of material, quantity Collected and sold
 1111 (in tons), gross revenue per ton, and net sales revenue.
- 1112 B. **Customer Service.** Provide number of Customer complaints and commendations by type (e.g.,
 1113 missed pickups, damage claims, noise complaints, etc.). Provide explanation of how each
 1114 complaint was resolved and identify any unresolved complaints.
- 1115 C. **Notices to Customers.** Provide list of warning notices and notice of violation issued to
 1116 Customers, including, but not limited to the name and address of Customer cited and the number
 1117 of times Customer has been cited in the past.
- 1118 D. **Other Programs.** For each program, provide activity related and narrative reports on goals and
 1119 milestones and accomplishments. Describe problems encountered, actions taken and any
 1120 recommendations to facilitate progress.
- 1121 E. **Education Activities.** Public education materials produced and total number of each distributed.
- 1122 F. **Summary Assessment.** Provide a summary assessment of the overall Recyclable Materials and
 1123 Organic Materials program from Company's perspective relative to the financial and operational
 1124 status of program. The operational status is to relate to how well the program is operating for
 1125 efficiency, economy and effectiveness relative to meeting all the goals and objectives of this
 1126 Agreement. Provide recommendations and plans to improve. Highlight significant
 1127 accomplishments and problems.
- 1128 G. **AB 341 and AB 1826 Compliance.** Company shall provide all necessary reporting data relating to
 1129 the City's compliance requirements pertaining to AB 341 and AB 1826 as it affects the City's
 1130 reporting to CalRecycle.

1131 6.3.3 Annual Report

1132 The Annual Report, based on each calendar year of the Agreement, is to be essentially in the form and
 1133 content of the quarterly reports. In addition, at the City's request, Company shall provide annual
 1134 financial reports/statements (including supplemental schedules) describing the Company's operations,
 1135 expenses and revenues pertaining to this Agreement. The annual report shall also include a complete
 1136 inventory of equipment used to provide all services.

1137 Financial statements shall include the specific revenues and expenses related to the operations provided
1138 for in this Agreement. The financial statements, supplemental schedule, management letter and
1139 footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP), in
1140 accordance with Generally Accepted Auditing Standards (GAAS). The financial statement shall be verified
1141 as accurate by an officer of the Company.

1142 At City's request, Company shall provide City with copies of working papers or other documentation
1143 deemed relevant by City relating to the information required above.

1144 Certain financial records and data prepared by Company, relating to the cost of Company providing
1145 services under this Agreement, may contain or constitute confidential trade secret information which is
1146 proprietary to Company. Company shall designate any such information as "Confidential" if and when it is
1147 inspected by City or its agents. City agrees to notify Company of any request from any third party to
1148 review and/or inspect such records and data. In the event a third party files legal action against the City
1149 seeking release of such records and data, City shall tender the defense of such action to Company and
1150 Company shall indemnify and hold the City harmless from any and all expenses associated with the
1151 defense of such action, including, without limitation, the City's attorneys' fees and costs and any
1152 attorneys fees awards or other judgments against the City.

1153 **6.4 Right to Inspect Records**

1154 City shall have the right to inspect or review and copy the payroll tax reports, specific documents or
1155 records required expressly or by inference pursuant to this Agreement, or any other similar records or
1156 reports of Company or its affiliated and related party entities having financial transactions with Company
1157 that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation
1158 applications, and Company's performance provided for in this Agreement. City reserves the right to
1159 perform additional audits as it deems appropriate.

1160

1161 **ARTICLE 7: INDEMNIFICATION, INSURANCE AND BOND**

1162 **7.1 Indemnification**

1163 **7.1.1 General**

1164 Company shall indemnify and hold harmless City, its Council members, officers, employees, volunteers,
1165 and agents (Collectively "indemnitees") from and against any and all loss, liability, penalty, forfeiture,
1166 claim, demand, action, proceeding or suit of any and every kind and description (including, but not
1167 limited to, injury to and death of any person and damage to property, or for contribution or indemnity
1168 claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or
1169 willful misconduct of Company, its officers, employees, agents and/or subcontractors in performing
1170 services under this Agreement; (2) the failure of Company, its officers, employees, agents and/or
1171 subcontractor to comply in all respects with the provisions of this Agreement, applicable laws and
1172 regulations, and/or applicable permits and licenses; (3) the acts of Company, its officers, employees,
1173 agents and/or subcontractors in performing services under this Agreement for which strict liability is
1174 imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty,
1175 forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any
1176 of the indemnitee's negligence, except this indemnity shall be limited to exclude coverage for wrongful
1177 acts and active negligence of indemnities. This provision shall not apply to matters solely caused by City's
1178 negligence, willful misconduct or breach of this Agreement. Company further agrees to and shall, upon
1179 demand of City, at Company's sole cost and expense, defend the City, its Council members, officers,
1180 employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-
1181 judicial or administrative in nature, arising or resulting from the events described above.

1182 Company's duty to indemnify and defend shall survive the expiration or earlier termination of this
1183 Agreement.

1184 **7.1.2 Hazardous Waste**

1185 Company acknowledges that it is responsible for compliance during the entire term of this Agreement
1186 with Applicable Law. Company shall not store, transport, use, or Dispose of any Hazardous Waste except
1187 in strict compliance with Applicable Law.

1188 In the event that Company mishandles Hazardous Waste in the course of carrying out its activities under
1189 this Agreement, Company shall at its sole expense promptly take all investigatory and/or remedial action
1190 reasonably required for the remediation of such environmental contamination. Prior to undertaking any
1191 investigatory or remedial action, however, Company shall first obtain the City's approval of any proposed
1192 investigatory or remedial action. Should Company fail at any time to promptly take such action, the City
1193 may undertake such action at Company's sole cost and expense, and Company shall reimburse the City
1194 for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount
1195 not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent. These
1196 obligations are in addition to any defense and indemnity obligations that Company may have under this
1197 Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

1198 Notwithstanding the foregoing, Company's duties under this subsection shall not extend to any claims
1199 arising from the Disposal of Residue at a landfill in Full Regulatory Compliance, including, but not limited

1200 to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act
1201 (CERCLA) unless such claim is a direct result of Company's negligence or willful misconduct.

1202 **7.1.3 Related to AB 939, AB 341 and AB 1826**

1203 Company agrees to indemnify and hold harmless City, its Council members, officers, volunteers,
1204 employees, and agents from and against all fines and/or penalties imposed by the CalRecycle in the event
1205 the requirements of AB 939, AB 341 and/or AB 1826 are not met by City with respect to the waste stream
1206 Collected under this Agreement and such failure is due to the failure of Company to meet its obligations
1207 under this Agreement and/or for delays in providing information that prevents City from submitting
1208 reports to regulators in a timely manner.

1209 **7.2 Insurance**

1210 Company shall procure and maintain for the duration of the Agreement insurance against claims for
1211 injuries to persons or damages to property which may arise from or in connection with the performance
1212 of the services to be performed hereunder and the results of those services by the Company, its agents,
1213 representatives, employees or subcontractors. If the Company maintains higher limits than the
1214 minimums shown below, the City requires and shall be entitled to coverage for the higher limits
1215 maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits
1216 of insurance and coverage shall be available to the City.

1217 **7.2.1 Minimum Scope and limit of Insurance**

1218 Coverage shall be at least as broad as:

- 1219 A. **Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an
1220 "occurrence" basis, including products and completed operations, property damage, bodily injury
1221 and personal & advertising injury with limits no less than five million dollars (\$5,000,000) per
1222 occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
1223 separately to this project/location or the general aggregate limit shall be twice the required
1224 occurrence limit.
- 1225 B. **Automobile Liability.** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less
1226 than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1227 C. **Workers' Compensation.** As required by the State of California, with Statutory Limits, and
1228 Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per
1229 accident for bodily injury or disease.

1230 **7.2.2 Other Insurance Provisions**

1231 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1232 A. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be
1233 covered as additional insureds on the CGL policy with respect to liability arising out of work or
1234 operations performed by or on behalf of the Company including materials, parts, or equipment
1235 furnished in connection with such work or operations. General liability coverage can be provided
1236 in the form of an endorsement to the Company's insurance (at least as broad as ISO Form CG 20
1237 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition
1238 is used).

- 1239 B. **Primary Coverage.** For any claims related to this contract, the Company's insurance coverage
 1240 shall be primary insurance as respects the City, its officers, officials, employees, and volunteers.
 1241 Any insurance or self-insurance maintained by the City, its officers, officials, employees, or
 1242 volunteers shall be excess of the Company's insurance and shall not contribute with it.
- 1243 C. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall
 1244 not be canceled, except with notice to the City.
- 1245 D. **Waiver of Subrogation.** Company hereby grants to the City a waiver of any right to subrogation
 1246 which any insurer of said Company may acquire against the City by virtue of the payment of any
 1247 loss under such insurance. Company agrees to obtain any endorsement that may be necessary to
 1248 affect this waiver of subrogation, but this provision applies regardless of whether or not the City
 1249 has received a waiver of subrogation endorsement from the insurer.
- 1250 E. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be
 1251 declared to and approved by the City. The City may require the Company to purchase coverage
 1252 with a lower deductible or retention or provide proof of ability to pay losses and related
 1253 investigations, claim administration, and defense expenses within the retention.
- 1254 F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating
 1255 of no less than A:VII, unless otherwise acceptable to the City.

1256 7.2.3 Claims Made Policies

1257 If any of the required policies provide claims-made coverage:

- 1258 A. The "retroactive date" must be shown, and must be before the Agreement Effective Date.
- 1259 B. Insurance must be maintained and evidence of insurance must be provided for at least five (5)
 1260 years after completion of the Agreement of work.
- 1261 C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form
 1262 with a "retroactive date" prior to the Agreement Effective date, the Company must purchase
 1263 "extended reporting" coverage for a minimum of five (5) years after completion of work.

1264 7.2.4 Verification of Coverage

1265 Company shall furnish the City with original certificates and amendatory endorsements or copies of the
 1266 applicable policy language effecting coverage required by this clause. All certificates and endorsements
 1267 are to be received and approved by the City before work commences. However, failure to obtain the
 1268 required documents prior to the work beginning shall not waive the Company's obligation to provide
 1269 them. The City reserves the right to require complete, certified copies of all required insurance policies,
 1270 including endorsements required by these specifications, at any time.

1271 7.2.5 Special Risks or Circumstances

1272 The City reserves the right to modify these requirements, including limits, based on the nature of the risk,
 1273 prior experience, insurer, coverage, or other special circumstances.

1274 7.3 Faithful Performance Bond or Letter of Credit

1275 Simultaneously with the execution of this Agreement, Company shall file with City a bond or letter of
 1276 credit, payable to City, securing Company's faithful performance of its obligations under this Agreement.

1277 The principal sum of the bond or letter of credit shall be Two Hundred Thousand Dollars (\$200,000). The
1278 bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of
1279 California, with a financial condition and record of service satisfactory to City. The letter of credit shall be
1280 issued by a financial institution licensed by the federal government or the State of California. The bond or
1281 letter of credit shall be in the form acceptable to the City, and shall remain in full force and effect for the
1282 term of this Agreement, including any extensions.

1283 If Performance Bond Provided - In the event Company shall for any reason become unable to, or fail in
1284 any way to, perform as required by this Agreement, City may declare a portion or all of the performance
1285 bond which is necessary to recompense and make whole the City forfeited to the City. Upon partial or
1286 full forfeiture of the performance bond, Company shall restore the performance bond to its face amount
1287 within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full
1288 amount within thirty (30) days shall be a material breach of the Agreement.

1289 If Letter of Credit Provided - Thirty (30) days following City providing Company with written notice of its
1290 failure to pay City any amount owing under this Agreement, the Letter of Credit may be drawn upon by
1291 City for purposes including, but not limited to:

1292 A. Payment of sums due under the terms of this Agreement which Company has failed to timely pay
1293 to City; and/or,

1294 B. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by
1295 Company, including but not limited to the liquidated damages described in Section 9.5.

1296 City may draw upon the entire Letter of Credit and convert it to a cash deposit if Company fails to cause
1297 the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty
1298 (60) days prior to its expiration during the term hereof.

1299

1300 ARTICLE 8: CITY'S RIGHT TO PERFORM SERVICE

1301 In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, or Process
1302 any or all Recyclable Materials and/or Organic Materials which it is required by this Agreement to Collect
1303 at the time and in the manner provided in this Agreement, for a period of more than five (5) consecutive
1304 working days, and if, as a result thereof, Recyclable Materials and/or Organic Materials should
1305 accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager
1306 should find that such accumulation endangers or menaces the public health, safety or welfare, then City
1307 shall have the right, but not the obligation, upon one (1) working day's, prior written notice to Company
1308 during the period of such emergency as determined by the City Manager, (1) to perform, or cause to be
1309 performed, such services itself with its own, the Company's, or other personnel without liability to
1310 Company; and/or (2) to take possession of any or all of Company's land, equipment and other property
1311 used by Company under this Agreement in the Collection and Processing of Recyclable Materials and
1312 Organic Materials, and to use such property to Collect and Process any Recyclable Materials and/or
1313 Organic Materials generated within the City which Company would otherwise be obligated to Collect and
1314 Process pursuant to this Agreement.

1315 Notice of Company's failure, refusal or neglect to Collect and Process Recyclable Materials and/or Organic
1316 Materials may be given orally by telephone to Company at its principal office and shall be effective
1317 immediately. Written confirmation of such oral notification shall be sent to Company within one working
1318 day of the oral notification.

1319 Company further agrees that in such event:

- 1320 A. It will take direction from City to affect the transfer of possession of property to City for City's
1321 use.
- 1322 B. It will, if City so requests, keep in good repair and condition all of such property, provide all
1323 motor vehicles with fuel, oil and other service, and provide such other service as may be
1324 necessary to maintain said property in operational condition.
- 1325 C. City may immediately engage all or any personnel necessary or useful for the Collection and
1326 Processing of Recyclable Materials and Organic Materials, including, if City so desires, employees
1327 previously or then employed by Company, Company further agrees, if City so requests, to furnish
1328 City the services of any or all management or office personnel employed by Company whose
1329 services are necessary or useful for Recyclable Materials and Organic Materials Collection and
1330 Processing operations and for the billing and Collection of fees for these services.

1331 City agrees that it assumes complete responsibility for the proper and normal use of such equipment and
1332 facilities while in its possession.

1333 If the interruption or discontinuance in service is caused by any of the reasons listed in Section 9.6 (i.e.,
1334 Company's failure to perform is excused), City shall pay to Company the reasonable rental value less the
1335 cost of maintenance and repair of the equipment and facilities, as described in Exhibit 1, possession of
1336 which is taken by City, for the period of City's possession, if any, which extends beyond the period of time
1337 for which Company has rendered bills in advance of service, for the class of service involved.

1338 Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this
1339 Article 8; (1) does not constitute a taking of private property for which compensation must be paid; (2)

1340 will not create any liability on the part of City to Company; and (3) does not exempt Company from the
1341 indemnity provisions of Article 7, which are meant to extend to circumstances arising under this Section,
1342 provided that Company is not required to indemnify City against claims and damages arising from the
1343 sole negligence of City, its officers, employees and agents in the operation of Collection vehicles during
1344 the time City has taken possession of such vehicles.

1345

1346 **ARTICLE 9: DEFAULT, REMEDIES AND LIQUIDATED DAMAGES**

1347 **9.1 Events of Default**

1348 All provisions of this Agreement to be performed by Company are considered material. Each of the
1349 following shall constitute an event of default. Company shall notify the City forty-eight (48) hours prior
1350 to any potential default.

1351 A. **Fraud or Deceit.** If Company practices, or attempts to practice, any fraud or deceit upon City.

1352 B. **Insolvency or Bankruptcy.** If Company becomes insolvent, unable, or unwilling to pay its debts,
1353 or upon listing of an order for relief in favor of Company in a bankruptcy proceeding.

1354 C. **Failure to Maintain Coverage.** If Company fails to provide or maintain in full force and effect the
1355 Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

1356 D. **Violations of Regulation.** If Company facilities fall out of Full Regulatory Compliance or if
1357 Company violates any orders or filings of any regulatory body having jurisdiction over Company,
1358 which violation or non-compliance materially affects the Company's ability to perform under this
1359 Agreement.

1360 E. **Failure to Perform.** If Company fails to provide required reports or ceases to provide Collection,
1361 Processing or other services as required under this Agreement for a period of five (5) days or
1362 more.

1363 F. **Failure to Pay.** If Company fails to make any payments required under this Agreement and/or
1364 refuses to provide City with required information, reports, and/or records in a timely manner as
1365 provided for in the Agreement.

1366 G. **Acts or Omissions.** Any other act or omission by Company which violates the terms, conditions,
1367 or requirements of this Agreement, Applicable Law, or any order, directive, rule, or regulation
1368 issued thereunder and which is not corrected or remedied within the time set in the written
1369 notice of the violation or, if Company cannot reasonably correct or remedy the breach within the
1370 time set forth in such notice, if Company should fail to commence to correct or remedy such
1371 violation within the time set forth in such notice and diligently effect such correction or remedy
1372 thereafter.

1373 H. **False or Misleading Statements.** Any representation or disclosure made to City by Company in
1374 connection with or as an inducement to entering into this Agreement, or any future amendment
1375 to this Agreement, which proves to be false or misleading in any material respect as of the time
1376 such representation or disclosure is made, whether or not any such representation or disclosure
1377 appears as part of this Agreement.

1378 I. **Attachment.** There is a seizure of, attachment of, or levy on, the operating equipment of
1379 Company, including without limits its equipment, maintenance or office facilities, or any part
1380 thereof.

1381 J. **Suspension or Termination of Service.** There is any termination or suspension of the transaction
1382 of business by Company, including without limit, due to labor unrest including strike, work
1383 stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than five
1384 (5) working days.

1385 Company shall be given ten (10) working days from notification by the City to cure any default arising
1386 under this Agreement, except that the City need give Company only forty-eight (48) hours notice of
1387 default for any material failure to perform Collection activities required under this Agreement provided,
1388 however, that the City shall not be obligated to provide Company with a notice and an opportunity if the
1389 Company has committed the same or similar breach within the preceding twenty-four (24) month period.

1390 **9.2 Right to Terminate Upon Default**

1391 Upon a default by Company, City shall have the right to terminate this Agreement upon thirty (30)
1392 calendar days notice, but without the need for any hearing, suit or legal action. This right of termination
1393 is in addition to any other rights of the City, including the assessment of liquidated damages in
1394 accordance with Section 9.5, upon a failure of Company to perform its obligations under this Agreement.

1395 **9.3 Possession of Property Upon Termination**

1396 In the event of termination for default, the City shall have the right to take possession of any and all of
1397 Company's equipment used or useful in providing services in accordance with this Agreement, and to use
1398 such property. The City shall have the right to retain the possession of such equipment until other
1399 suitable arrangements can be made for the provision of Recyclable Materials and Organic Materials
1400 services, which may include the award of an Agreement to another waste hauling company. If the City
1401 retains possession thereof after the period of time for which Company has already been paid by means of
1402 bills issued in advance of providing service for the class of service involved, the Company shall be entitled
1403 to the reasonable rental value of such property (which shall be offset against any damages due the City
1404 for the Company's default).

1405 **9.4 City's Remedies Cumulative; Specific Performance**

1406 The City's right to terminate this Agreement and to take possession of Company's equipment under
1407 Section 9.3 are not exclusive, and City's termination of this Agreement and/or the imposition of
1408 liquidated damages shall not constitute an election of remedies. Instead, they shall be in addition to any
1409 and all other legal and equitable rights and remedies which City may have.

1410 By virtue of the nature of this Agreement, the urgency of timely continuous and high- quality service, the
1411 lead time required to effect alternative service, and the rights granted by City to Company, the remedy of
1412 damages for a breach hereof by Company is inadequate and City shall be entitled to injunctive relief or
1413 specific performance at the City's election.

1414 **9.5 Liquidated Damages**

1415 A. **General.** City finds, and Company agrees, that as of the time of the execution of this Agreement,
1416 it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be
1417 incurred by City as a result of a breach by Company of its obligations under this Agreement.

1418 B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The parties
1419 recognize that some quantified standards of performance are necessary and appropriate to
1420 ensure consistent and reliable service and performance. Therefore, without prejudice to City's
1421 right to treat such non-performance as an event of default under this Article 9, the parties agree
1422 that the following liquidated damage amounts represent a reasonable estimate of the amount of
1423 such damages considering all of the circumstances existing on the date of this Agreement,

1424 including the relationship of the sums to the range of harm to City that reasonably could be
 1425 anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

1426 Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1427 **Collection Reliability**

- For each failure over five (5) annually to commence service to a new Customer account within seven (7) days after order: \$150.00
- For each failure over fifteen (15) annually to Collect Recyclable Materials or Organic Materials which have been set out for Collection, from established Customer accounts on the scheduled Collection day: \$150.00
- For each failure to Collect Recyclable Materials or Organic Materials which have been set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: \$250.00
- For each failure to Collect missed Containers by 6:00 p.m. on the date the complaint was received if complaint is received before 12:00 noon and by 12:00 noon the following day if Complaint is received after 12:00 noon: \$500.00
- For each failure to resolve or remedy a complaint or service request within three (3) business days of receipt of complaint or service request with the exception of missed pickups which are addressed above: \$300.00
- For each occurrence of excessive noise or discourteous behavior: \$250.00
- For each occurrence over five (5) annually of Collecting Recyclable Materials or Organic Materials during unauthorized hours: \$250.00
- For each failure to respond to a Customer complaint within four (4) hours: \$100.00

1428 **Other**

REPORTS	Any report shall be considered late until such time as a correct and complete report is received by City. For each <u>calendar day</u> a report is late, the daily assessment shall be:	
	Quarterly Reports:	\$300 per day
	Annual Reports:	\$500 per day
RECORDS	For each occurrence Company fails to retain records in accordance with Section 6.1	\$1,000

INFO. For failure to notify the City two weeks in advance of any personnel, management, equipment, policy or any other changes which may affect quality or timing of service to customers or availability of customer service staff, the assessment per incident will be: \$500.

1429
1430 Liquidated damages will only be assessed after Company has failed to meet the standards, as described in
1431 this Agreement (e.g., Collection of missed pickup by 6:00 p.m. if complaint received before noon). City
1432 may determine the occurrence of events giving rise to liquidated damages through the observation of its
1433 own employees or representative or investigation of Customer complaints.

1434 C. **Amount.** The City Manager may assess liquidated damages for each calendar day or event, as
1435 appropriate, that Company is determined to be liable in accordance with this Agreement. The
1436 assessment of liquidated damages does not relieve the City from any other remedies it may have
1437 under law.

1438 D. **Timing of Payment.** City shall deduct the amount of the damage from the next scheduled
1439 payment to the Company.

1440 9.6 Excuse from Performance

1441 The parties shall be excused from performing their respective obligations hereunder in the event they are
1442 prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil
1443 insurrection, riots, acts of any government (including judicial action), and other similar catastrophic
1444 events which are beyond the control of and not the fault of the Party claiming excuse from performance
1445 hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out,
1446 picketing, or other concerted job action conducted by Company's employees or directed at Company or
1447 its selected facilities is not an excuse from performance and Company shall be obligated to continue to
1448 provide service notwithstanding the occurrence of any or all of such events.

1449 The Party claiming excuse from performance shall, within two (2) days after such Party has notice of such
1450 cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse
1451 under this Section.

1452 The interruption or discontinuance of Company's services caused by one or more of the events excused
1453 shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing,
1454 however, if Company is excused from performing its obligations hereunder for any of the causes listed in
1455 this Section for a period of five (5) days or more, City shall nevertheless have the right, in its sole
1456 discretion, to terminate this Agreement by giving ten (10) working days' notice, in which case the
1457 provisions relative to taking possession of Company's land, equipment and other property and engaging
1458 Company's personnel in Article 8 will apply.

1459 9.7 Assurance of Performance

1460 Pursuant to a guaranty substantially in the form attached as Exhibit 3, Republic Services, Inc. has agreed
1461 to guaranty Company's performance of this Agreement. The Guaranty is being provided concurrently
1462 with Company's execution of this Agreement and shall run for the term of the Agreement and any
1463 options.

1464 **9.8 Liquidated Damage for Late Commencement**

1465 Company agrees that if it fails to begin Collection services on or before August 1, 2015, and said failure to
1466 begin Collection service on time is not due to any default by City or is not excused under Section 9.6, then
1467 Company shall pay City (or City may deduct from Company's payments) damages of \$2,000.00 per
1468 calendar day until the service is started or this Agreement is terminated for default.

1469

1470 **ARTICLE 10: OTHER AGREEMENTS OF THE PARTIES**

1471 **10.1 Relationship of Parties**

1472 The Parties intend that Company shall perform the services required by this Agreement as an
1473 independent contractor engaged by City and not as an officer or employee of City nor as a partner of or
1474 joint venture with City. No employee or agent of Company shall be or shall be deemed to be an
1475 employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control
1476 over the manner and means of conducting the services performed under this Agreement and all persons
1477 performing such services. Company shall be solely responsible for the acts and omissions of its officers,
1478 employees, subcontractors and agents. No civil service status or other right of employment will be
1479 acquired by virtue of Company's service. Neither Company nor its officers, employees, subcontractors
1480 and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other
1481 benefits which accrue to City employees by virtue of their employment with City including payroll
1482 deductions of any kind.

1483 **10.2 Compliance with Law**

1484 In providing the services required under this Agreement, Company shall at all times, at its sole cost,
1485 comply with all Applicable Laws of the United States, the State of California, the City and with all
1486 applicable regulations promulgated by federal, state, regional or local administrative and regulatory
1487 agencies, now in force and as they may be enacted, issued or amended during the term.

1488 **10.3 Governing Law**

1489 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the
1490 State of California.

1491 **10.4 Jurisdiction**

1492 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the
1493 courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

1494 With respect to venue, the parties agree that this Agreement is made in and will be performed in Fresno
1495 County. Nothing in this Agreement shall be construed to limit the right of either party to seek judicial
1496 review of or remedy of any alleged breach of this Agreement by either Party.

1497 **10.5 Assignment**

1498 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this
1499 Agreement to any other person without the prior written consent of the other Party. Any such
1500 assignment made without the consent of the other Party shall be void and the attempted assignment
1501 shall constitute a material breach of this Agreement.

1502 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or
1503 other transfer of substantially all of Company's local, regional, and/or company assets dedicated to
1504 service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of ten percent (10%)
1505 or more of the local, regional, and/or company assets or ownership of Company to a person except that
1506 no cumulative sale, exchange, or transfer of ownership may exceed twenty percent (20%) during the
1507 term of the Agreement; (iii) any reorganization, consolidation, merger, recapitalization, voting trust,

1508 pooling agreement, escrow arrangement, liquidation or other transaction to which Company or any of its
1509 members is a party that results in a change of ownership or control of ten percent (10%) or more of the
1510 value or voting rights in the local, regional, and/or company ownership interests of Company; (iv)
1511 divestiture of an affiliate (e.g., trucking company, materials recovery facility, transfer station, Disposal
1512 site, Processing Site, etc.) used by Company to fulfill its obligations under this Agreement; and, (v) any
1513 combination of the foregoing (whether or not in related or contemporaneous transactions) that has the
1514 effect of any such transfer or change of local, regional, and/or company ownership and/or control of
1515 Company. For purposes of this Section, the term "proposed assignee" shall refer to the proposed
1516 transferee(s) or other successor(s) in interest pursuant to the assignment.

1517 Company acknowledges that this Agreement involves rendering a vital service to City's residents and
1518 businesses, and that City has selected Company to perform the services specified herein based on: (1)
1519 Company's experience, skill, and reputation for conducting its Recyclable Materials, and Organic
1520 Materials management operations in a safe, effective, and responsible fashion at all times in keeping with
1521 Applicable Laws, regulations, and good waste management practices; and, (2) Company's financial
1522 resources on a local, regional, and/or company to maintain the required equipment and to support its
1523 indemnity obligations to the City under this Agreement. The City has relied on each of these factors,
1524 among others, in choosing Company to perform the services to be rendered by Company under this
1525 Agreement.

1526 If Company requests City's consideration of and consent to an assignment, City may deny or approve
1527 such request in its complete discretion. No request by Company for consent to an assignment need be
1528 considered by City unless and until Company has met the following requirements. The City may, in its
1529 sole discretion, waive one or more of these requirements.

1530 A. On the date the Company submits a written request for the City's written consent of an
1531 assignment, Company shall pay the City a transfer fee in the amount of two hundred fifty
1532 thousand dollars (\$250,000).

1533 B. In addition to the transfer fee, Company shall pay City its expenses for attorney's fees and
1534 investigation costs necessary to investigate the suitability of any proposed assignee, and to
1535 review and finalize any documentation required as a condition for approving any such
1536 assignment.

1537 C. Company shall furnish City Manager with audited financial statements of the proposed assignee's
1538 operations for the immediately preceding three (3) operating years.

1539 D. Company shall furnish City Manager with satisfactory proof: (1) that the proposed assignee has at
1540 least ten (10) years of Recyclable Materials, and Organic Materials management experience on a
1541 scale equal to or exceeding the scale of operations conducted by Company under this
1542 Agreement; (2) that in the last five (5) years, the proposed assignee has not suffered any citations
1543 or other censure from any federal, state, or local contractor having jurisdiction over its waste
1544 management operations due to any significant failure to comply with state, federal, or local
1545 waste management laws and that the assignee has provided the City Manager with a complete
1546 list of such citations and censures; (3) that the proposed assignee has at all times conducted its
1547 operations in an environmentally safe and conscientious fashion; (4) that the proposed assignee
1548 conducts its Recyclable Materials, and Organic Materials management practices in accordance
1549 with sound waste management practices in full compliance with all federal, state, and local laws
1550 regulating the Collection, transportation, and Processing of Recyclable Materials, and Organic

1551 Materials, including Hazardous Waste as identified in Chapter II of Division 4.5 of Title 22 of the
1552 California Code of Regulations; and, (5) that any other information required by City Manager
1553 demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe,
1554 and effective manner.

1555 E. Company shall provide the City Manager with any and all additional records or documentation
1556 that, in the City Manager's sole determination, would facilitate the review of the proposed
1557 assignment.

1558 Under no circumstances shall any proposed assignment be considered by the City if Company is in default
1559 at any time during the period of consideration. If, in the City Manager's sole determination, there is any
1560 doubt regarding the compliance of the Company with the Agreement, City Manager may require an audit
1561 of the Company's compliance and the costs of such audit shall be paid by Company in advance of the
1562 performance of said audit.

1563 **10.6 Affiliated Companies**

1564 Company's accounting records and financial statements shall be maintained on a basis showing the
1565 results of Company's operations under this Agreement separately from operations in other locations, as if
1566 Company were an independent entity providing service only to City. The costs and revenues associated
1567 with providing service to City shall not be combined, consolidated or in any other way incorporated with
1568 those of other operations conducted by Company in other locations, or with those of an affiliate.

1569 If Company enters into any financial transactions with a related party, entity or affiliate for the provision
1570 of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this
1571 Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In
1572 such event, City's rights to inspect records, and obtain financial data shall extend to such related party
1573 entity or entities.

1574 **10.7 Subcontracting**

1575 Company shall not engage any subcontractors for Collection or Processing of Recyclable Materials and
1576 Organic Materials without the prior written consent of City.

1577 **10.8 Binding on Assigns**

1578 The provisions of this Agreement shall inure to the benefit of and be binding on the permitted assigns of
1579 the Parties.

1580 **10.9 Transition to Next Company**

1581 If the transition of services to another company occurs through expiration of term, default and
1582 termination, or otherwise, Company will cooperate with City and subsequent company(s) to assist in an
1583 orderly transition which will include Company providing route lists and billing information. Company will
1584 not be obliged to sell Collection vehicles or Containers to the next Company. Depending on Company's
1585 circumstances at the point of transition, Company at its option may enter into negotiations with the next
1586 company to sell (in part or all) Collection vehicles and Containers.

1587 **10.10 Parties in Interest**

1588 Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons
1589 other than the Parties to it and their representatives, successors and permitted assigns.

1590 **10.11 Waiver**

1591 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be
1592 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of
1593 violation of the same or any other provision. The subsequent acceptance by either Party of any monies
1594 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent
1595 breach or violation by the other Party of any provision of this Agreement. Failure of either Party to
1596 exercise any of the remedies set forth herein within the time periods provided for shall not constitute a
1597 waiver of any rights of that party with regard to that failure to perform or subsequent failures to
1598 perform, whether determined to be a breach, excused performance or unexcused defaults, by the other
1599 Party.

1600 **10.12 Company's Investigation**

1601 Company has made an independent investigation (satisfactory to it) of the conditions and circumstances
1602 surrounding the Agreement and the work to be performed by it.

1603 **10.13 Condemnation**

1604 City fully reserves the rights to acquire Company's property utilized in the performance of this
1605 Agreement, by purchase or through the exercise of the right of eminent domain. This provision is
1606 additive, and not intended to alter the rights of the Parties set forth in Article 9.

1607 **10.14 Notice**

1608 All notices, demands, requests, proposals, approvals, consents and other communications which this
1609 Agreement requires, authorizes or contemplates shall be in writing and shall either be personally
1610 delivered to a representative of the Parties at the address below or be deposited in the United States
1611 mail, first class postage prepaid, addressed as follows:

1612 If to City : City Manager
1613 City of Clovis
1614 1033 Fifth Street
1615 Clovis, California 93612
1616

1617 If to Company: Allied Waste Services of North America, LLC
1618 dba Allied Waste Services of Fresno County
1619 5501 Golden State Blvd.
1620 Fresno, California 93722
1621

1622 The address to which communications may be delivered may be changed from time to time by a notice
1623 given in accordance with this Section.

1624 Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) days after the
1625 date it is post-marked.

10.15 Representatives of the Parties

References in this Agreement to the “City” shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Company shall, by the effective date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority delegated to him/her by Company as communicated to City.

10.16 City Free to Negotiate with Third Parties

City may investigate all options for the Collection and Processing of Recyclable Materials and Organic Materials at any time before the expiration of the term. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Recycling services, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 9.1 of this Agreement.

10.17 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by law.

10.18 Time is of the Essence

Company and City agree that time is of the essence regarding performance and implementation of this Agreement.

10.19 Immigration Reform and Control Act (IRCA)

Company assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Company shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Company.

10.20 Non-Discrimination

Consistent with City's policy that harassment and discrimination are unacceptable employer-employee conduct, Company agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Company or Company's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation

1663 will not be tolerated. Company agrees that any and all violations of this provision shall constitute a
1664 material breach of this Agreement.

1665

1666 **ARTICLE 11: MISCELLANEOUS AGREEMENTS**

1667 **11.1 Entire Agreement**

1668 This Agreement, including the Exhibits, represents the full and entire Agreement between the parties
1669 with respect to the matters covered herein. Should any of the Exhibits be found to conflict with the
1670 Agreement, then the Agreement shall prevail.

1671 **11.2 Section Headings**

1672 The article headings and section headings in this Agreement are for convenience of reference only and
1673 are not intended to be used in the construction of this Agreement nor to alter or affect any of its
1674 provisions.

1675 **11.3 References to Laws and Other Agreements**

1676 All references in this Agreement to laws shall be understood to include such laws as they may be
1677 subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes
1678 any and all agreements heretofore entered into by the parties and the City.

1679 **11.4 Interpretation**

1680 This Agreement, including the exhibits attached hereto, shall be interpreted and construed reasonably
1681 and neither for nor against either party, regardless of the degree to which either party participated in its
1682 drafting.

1683 **11.5 Agreement**

1684 This Agreement may not be modified or amended in any respect except by a writing signed by the
1685 parties.

1686 **11.6 Severability**

1687 If any non-material provision of this Agreement is for any reason deemed to be invalid and
1688 unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining
1689 provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had
1690 not been contained herein.

1691 **11.7 Exhibits**

1692 Each of Exhibits identified as Exhibit "1" through "7" is attached hereto and incorporated herein and
1693 made a part hereof by this reference.

1694 **11.8 Cost of Litigation**

1695 If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged
1696 breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the
1697 losing party all costs and expenses in such amount as the Court may adjudge to be reasonable attorneys'
1698 fees.

1699 **11.9 Integrated Contract**

1700 This Agreement represents the full and complete understanding of every kind or nature whatsoever
1701 between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or
1702 nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions
1703 hereof. Any modification of this Agreement will be effective only by written execution signed by both
1704 City and Company.

1705 **11.10 Inserted Provisions**

1706 Each provision and clause required by law to be inserted into the Agreement shall be deemed to be
1707 enacted herein, and the Agreement shall be read and enforced as though each were included herein. If
1708 through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the
1709 Agreement shall be amended to make such insertion on application by either Party.

1710
1711 IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first
1712 above written.

1713
1714 City of Clovis

1715
1716 By Robt Woolley
1717 City Manager

1718
1719 APPROVED AS TO FORM:

1720
1721 John J. Ward
1722
1723 City Attorney

Allied Waste Services of N. America LLC
dba Allied Waste Services of Fresno
County
("COMPANY")

By: Michael Caprio
Name: Michael Caprio
Title: Area President - Northern California

By: John Holt
Name: John Holt
Title: City Clerk

EXHIBIT 1:
COMPANY'S PROPOSAL

Request for Proposals for Recyclable and Organic Material Collection, Processing and Marketing Services



ALLIED WASTE SERVICES

 **A REPUBLIC SERVICES COMPANY**



December 16, 2014

Request for Proposals for
Recyclable and Organic Material
Collection, Processing and
Marketing Services
December 16, 2014



ALLIED WASTE SERVICES

 **A REPUBLIC SERVICES COMPANY**

December 16, 2014

City Clerk
City of Clovis
1033 Fifth Street
Clovis, CA 93612



Subject: Proposal For City of Clovis Recyclable and Organic Material Collection, Processing and Marketing Services

To Whom it May Concern,

Allied Waste Services of North America, LLC dba Allied Waste Services of Fresno, a wholly-owned subsidiary of Republic Services, Inc., is pleased to respond to the City of Clovis Request for Proposals (RFP)-Collection Services for Recyclable and Organics Material Collection, Processing and Marketing Services. With submittal of this proposal, Allied Waste Services of North America, LLC acknowledges and accepts all terms and conditions of the RFP, except for any minor exceptions taken in Section 4 of our proposal to the Draft Service Agreement.

Allied Waste Services has successfully provided reliable collection services in the Clovis service area for 25 years. **The rich history we've created is invaluable and signifies we are the only company with a thorough understanding of the City's needs and service requirements.** The drivers who provide service to Clovis are recognized, trusted and respected within the community. Without a doubt, Allied offers a more secure and viable option in comparison to other competing companies who may face a variety of transition related issues and a less experience with large municipal clients such as the City of Clovis. With ever-changing environmental requirements and regulations, our goal is to continue to be open-minded and accessible to the City. We remain committed to making sure we effectively work toward providing superior service at fair and reasonable rates.

Allied provides its employees with some of the most competitive wages and benefits packages of any organization in the industry. We pride ourselves in creating a positive, productive and professional work environment for our employees and we maintain a good working relationship with our local labor unions. Allied has provided the City with an attractive and highly-competitive proposal including enhanced recycling and organics programs supported by comprehensive technical outreach.

Our experience serving the City of Clovis allows us to provide the most comprehensive, cost effective service package that can be offered. Our business model is centered on providing our municipal business partners and customers with a full-service solution to their waste handling and diversion needs.

Allied focuses on providing convenient, compliant and successful closed-loop diversion systems beginning with curbside collection through reuse and re-creation. These services and systems maximize diversion and minimize hassle. Our service offering will provide Clovis with the most comprehensive and cost effective programs in the industry, as recently validated by the City of San Jose, the City of Newark and the Central Contra Costa Solid Waste Authority.

Recent capital improvement projects and investments in our infrastructure (Newby Island Recyclery) will allow Allied to offer Clovis the most unique and innovative diversion programs in the waste industry. Our vision for Zero Waste is simple: utilize our industry-leading network of local facilities to provide management of resources, not waste. Additionally, our long standing relationship with third party organics processors in the Fresno area will provide the City of Clovis with a reliable cost effective means of managing an expanded list of organic materials.

The applicant responding to this proposal is Allied Waste Services of North America, LLC dba Allied Waste Services of Fresno for collection services. During this process, please use the following information for communications with our key contact person:

Michael Caprio

Phone: 209-482-7966

Mcaprio@republicservices.com

The combination of decades of experience serving the Clovis and our post-collection assets and processing relationships, in conjunction with our national presence, will provide the City of Clovis with the resources necessary to get the job done. Allied looks forward to continuing our partnership with Clovis and will leverage our expansive local network and proven diversion systems to meet the City's future needs.

Thank you for your consideration. We welcome the opportunity to meet with you to further discuss our proposal.

Sincerely,

A handwritten signature in blue ink that reads "Michael Caprio". The signature is written in a cursive, flowing style.

Michael Caprio

Area President

Northern California Area

Table of Contents



Cover Letter	ii
Table of Contents	v
Executive Summary	vi
1.0 Proposer Description	1
1.1 Corporate Structure	1
1.2 Description of Proposer’s Experience	3
1.3 Description of Proposer’s Service Initiation Experience	9
1.4 Information Regarding Past and Pending Litigation and Compliance	13
1.5 Financial Information	13
1.6 Key Personnel	14
1.7 Description of Current Labor Agreements	20
2.0 Technical Proposal for Collection Services	21
2.1 Recyclable Materials Collection	22
2.2 Recyclable Materials Processing	39
2.3 Recyclable Materials Marketing	52
2.4 Organic Materials Collection	57
2.5 Organic Materials Processing	69
2.6 Organics Materials Marketing	76
2.7 Implementation Plan	78
2.8 Customer Service	81
2.9 Electron Monitoring and Communication System	90
2.10 Environmental Issues	90
2.11 Public Education and Outreach	91
2.12 Subcontracting	114
3.0 Financial Proposal	116
4.0 Exceptions to the Draft Agreement	117
5.0 Secretary’s Certificate	118
6.0 Anti-Collusion Affidavit	120
7.0 Iran Contracting Act Certification	121
Attachments	122



Executive Summary



Allied’s response to the Request for Proposals from the City of Clovis includes detailed and thorough research, analysis, and explanations of various strategies and approaches.

As waste and recyclable material managers our proposal offers an innovative, high value and cost-effective approach to achieving Clovis’ long-term waste collection and recycling needs. As a fully integrated solid waste management and recycling services company with 25 years of experience serving the area, our local personnel possess the capability to immediately implement all of the services we have proposed. The following is a brief summary of Allied’s proposal.

Sustainability (Reduce, Reuse, Recycle, Renew, Responsibility)

Allied strongly supports and advocates the five R’s of Sustainability: Reduce, Reuse, Recycle, Renew and Responsibility. These are not mere components, it’s what we do. We understand that the sustainability of our environment depends on how well we protect and preserve our natural resources and how well we educate future generations on environmental compliance. In fact, our sustainability program centers on the theme of “Protecting Today’s Environment for a Better Tomorrow.” This message is important to the quality of life and regional prosperity in the communities we serve.

As part of Allied’s standard practice, we will incorporate the following core values and principles into our business practices, policies and programs to serve the residents and businesses in Clovis:

- Effective regulatory compliance, pollution prevention, continuous improvement and transparency in environmental performance
- Active participation in local and regional sustainability partnerships and strong encouragement of sustainable practices in the waste industry and the region
- Detailed, comprehensive and continual customer education/public outreach that maximize the ability of our firm to divert materials from the waste stream
- Continued analysis and improvement in our operating costs and impacts of our facilities, operations and services to determine economic sustainability
- Establish a work environment that maximizes our employee assets and stimulates an atmosphere of innovation, productivity, pride and personal commitment to sustainability
- Exercise leadership in sustainability initiatives that strengthen the social well-being and community relationships with the customers we serve

Qualifications

Our Northern California operations currently provide high-quality solid waste, recycling, transfer and disposal services to approximately 550,000 residential and commercial customers in Alameda, Contra Costa, Fresno, Madera, Santa Clara and San Mateo and Solano counties. Allied was named among America’s 100 Most Trustworthy Companies by Forbes magazine, the only waste management company on that list.

More specific to Clovis, our local operations have been providing high quality collection and post-collection services to the city for 25 years. We have an intimate knowledge of the service area and understand the required contractual arrangements. Our track record of continual improvement has resulted in an incredibly stable cost structure while



providing continual program advancement well beyond what has been required in the service agreements we have operated within. The City's transition risk with our firm will be essentially non-existent and their comfort level in dealing with an entity that will honor their commitments will be very high. Our knowledge of the service area and the fact that we currently manage a large portion of the customer interaction should provide a high level of confidence to Clovis that we understand the makeup of the existing service levels and can implement the new services that are required in a timely and seamless manner.

Selecting Allied provides the best combination of a locally based company, staffed by tenured local management who are empowered to make decisions regarding the services provided to Clovis and our customers. Additionally, our employees live in the community and understand the community's needs. This coupled with the financial strength and vast resources of a national company provide Clovis with a strong foundation for the performance of the required services.

Under the leadership of Michael Caprio, Area President, and a highly experienced team of professionals, Allied has the proven ability to achieve outstanding customer satisfaction using innovative approaches and sustainable technologies that benefit the communities we serve.

Services

The following is a summary of the services that we have proposed:

CATEGORIES/ SERVICES	TECHNICAL PROPOSAL	VALUE-ADDED OFFERING
Trucks	Automated Side-Load	Phase-in Automated Front-End Load with Currotto-Can
Fuel	Diesel	Phase-in CNG or LNG
Containers	New	New
Recyclable Materials	Current services: Residential recycling transferred through Rice Road to Newby Island Recyclery	Expanded list of accepted materials transferred through Rice Road to Newby Island Recyclery. Commercial recyclables processed locally or potentially processed at Rice Road facility
Organics	Current services: Transfer through Rice Road facility to Kochergen Farms Composting, Inc.	Expanded list of accepted materials; transferred through Rice Road to Kochergen Farms Composting, Inc.
Other	Expanded public education and outreach	Expanded public education and outreach; Specific diversion goals and requirements. Compost giveaway, Battery/Cellphone recycling. Outreach support provided by Cascadia Consulting

As is evident from this table, Allied has offered a service package that is comprehensive, diverse and innovative in scope. This proposal focuses on the provision of all services in a safe, environmentally responsible, high value and cost effective way. With the expertise and experience our company possesses, customers will be assured of receiving high levels of courteous, efficient and timely service.

Allied has implemented service packages very similar to the ones outlined above in communities throughout California and the United States. The key is to have an experienced team, high quality customer service, effective and active community participation and the availability of assets to implement services. Allied possesses all of these.

Labor Policy

Allied provides its employees with some of the most competitive wages and benefits packages of any organization in the industry, as demonstrated by our collective bargaining agreements. Our employees have worked closely with City of Clovis employees who are also represented by a collective bargaining entity and share a similar employment environment. Our goals are aligned with the City's in this regard; provision of service on a concurrent schedule and with every employee invested in the success of the project.



Public Education & Customer Satisfaction

Allied takes a proactive, integrated approach to customer communications and education, and will use a variety of methods to convey new service and recycling messages to reach our various audiences. These include direct mail, residential deliveries, posters, media relations, special events, co-marketing and community sponsorships, email, automated phone calls, our website and other social media, extensive on-site education and other methods as appropriate. Allied will work collaboratively with Clovis to develop and implement an effective and targeted Public Education Plan.

Allied has enlisted the services of Cascadia Consulting Group and various collateral designers to develop a robust inventory of outreach and educational materials dedicated to the City of Clovis which will address AB 341 and AB 1826 requirements. Cascadia's proprietary Eco Diversion Calculator has been used extensively in the Fresno Area by Allied's diversion coordinators for the implementation of similar programs (commercial organics collection) and will be an integral part of the new service offerings in Clovis.

Allied is dedicated to providing the highest quality customer service on the street and over the phone. Many tools, including Route Editor routing software, PDV Connect, FleetMind and a sophisticated phone system are used to measure the quality of our service delivery. Drivers are held accountable for misses and litter and customer service representatives are held accountable for answering a specific number of calls per day within an acceptable time limit.

Value-Added Programs

A number of additional programs are included with this proposal which offer the City of Clovis, its residents and businesses the opportunity to make the most out of diversion programs, participate in community events and understand that Allied is not merely a collection company. We are a company invested in the health, safety and green future of Clovis.

Additional programs and services offered include:

- We're Looking Out For You Neighborhood Watch
- Citywide Garage Sales & Donation Events
- MyResource Mobile App
- Compost Giveaway
- Sharps Disposal by Mail
- Household Battery & Cellphone Recycling
- Dedicated School Recycling Education Programs
- Green Family Spotlight
- Senior Citizen Recycling Ambassador Program
- Green Family Certified
- Business Recycling Recognition
- Green Business Ambassador Training & Engagement Program
- Multi-Family Recycling Tote Bags
- Multi-Family Property Management Focus Groups
- Multi-Family Recycling Champion
- Multi-Family to Multi-Family Recycling Challenge



Environmental Considerations

Allied shares Clovis' environmental goals and places sustainability at the forefront of our business strategy and operations. At Allied, we "walk the talk" in our day-to-day practices, and bring a high-level corporate commitment to sustainability. We continue to invest in alternative fuel vehicles and infrastructure, renewable energy options and leading and providing support for greener buildings and infrastructure. We take our dedication to the environmental very seriously and to that end, have received recognition for our sustainable business practices on numerous instances.

Allied is committed to cost-effective, responsible programs and initiatives to limit the environmental impact of our operations and to increase diversion from our landfills. One example of this is our future plan to incorporate the use of vehicles fueled by Compressed Natural Gas (CNG) or Liquid Natural Gas (LNG).

Allied is constantly looking to increase efficiencies and reduce greenhouse gases and will look for additional ways to reduce our carbon footprint. Our Route Editor software, maps the current customer base for each area and determines the most efficient, lowest mileage means of collecting material from a given service district, saving fuel and truck emissions. This of course will be done in conjunction with the City's solid waste routing alignment.

As noted above, Allied also proposes continuing and expanding the commercial organics program and adding an organics collection program for multi-family residents.

Transition Experience

As the current hauler, Allied would provide Clovis with a seamless transition for new program implementation. Allied's expertise in collecting solid waste and recyclables in over 400 cities across the country has been perfected over more than four decades of fine-tuning various collection methods, vehicle maintenance, safety programs, customer service training and support services. By listening to our customers' needs and responding through the implementation of efficient, effective and user-friendly services, Allied continues to be an industry leader in solid waste and recycling services.

Allied has a vast pool of experience available to assist with operational plan development and implementation. We are confident in our ability to perform, not only because of the nationwide expertise of our company, but more specifically because of the experienced team of professionals that will be available to, and responsible for, serving Clovis. The programs to be implemented in the City of Clovis are ones that our team in Fresno are currently putting into action within other communities we serve in Fresno and throughout Northern California. We believe this is something that the City of Clovis should strongly consider when making the final selection of a service provider. Our focus will be on new program implementation and not on routing and collection. This is in place with our company now.

Processing and Marketing Services

Allied has proposed the use of the Newby Island Resource Recovery Park (NIRRP) and Kochergen Farms Composting, Inc for processing and marketing recyclable and organic materials respectively. Transfer services are provided through our Rice Road Recycling and Transfer facility.

The award-winning Newby Island Recyclery is the most advanced facility of its kind in the country and diverts unsurpassed levels of both residential and commercial material. In less than 12 months, the City of San Jose saw commercial and industrial diversion rates triple by utilizing the Newby Island Recyclery.

Kochergen Farms Composting is fully permitted to receive residential green waste with food waste as well as commercial food waste. Their facilities have capacity to serve the current needs of Clovis as well as any expanded volumes received through the implementation of the residential food waste program and an expanded commercial food waste program.

The Rice Road Recycling and Transfer facility is the product of a comprehensive process to install an environmentally sound, cost-effective facility to receive and transfer recycling and organic material and to contribute to the City's attainment of local and state recycling goals. All of proposed post-collection facilities are fully permitted and will be able to accept the materials generated by the agreement on day one and in the future.



Community Involvement

Allied is known as a true leader in Clovis, not only because of our dedication to excellence in service, but because we are a proud community partner. We participate in numerous community events on an annual basis and propose to build on these existing efforts by partnering with Clovis to develop and launch a sustainability-themed outreach schedule for public events. We see this as an opportunity to engage with the community to become even stronger and more vibrant. Clovis can count on Allied to be a true corporate citizen and community partner in greening the Clovis service area and educating residents and businesses every step of the way. We are actively engaged with a number of community events and organizations such as (partial list):

- Clovis Chamber of Commerce
- Rotary Club of Clovis
- Clovis Botanical Gardens
- Clovis Rodeo Parade
- MLK Breakfast Advantage
- Clovis Fest
- Miss Winkles Pet Adoption Center

Cost Proposal

In generating our cost proposal we took great care in evaluating the services to be offered in comparison to the projected costs. We believe we have arrived at a set of service offerings that not only provide comprehensive, innovative new programs but also provide the ability to achieve incremental new diversion from various segments of the material stream. This will be achieved in line with the City's goals and can be phased in over time so that other considerations relative to the City's solid waste management program are taken into account.

All of our capital requirements will be funded through operating cash flows and we will not require any financing to implement the project. We can stand behind all of the assumptions we have put forth as it involves primarily Allied/ Republic owned assets.

Our proposal incorporates a discount to our current charges for residential service (4%) as well as an increased commodity rebate to the City than can be used as an offset to rates we charge or additional revenue to the City. This rebate for Rate Year 1 will be \$20 per ton of total tons of commodities sold (estimated at 90% of inbound tonnage) from processing of residential recyclable material and represents more than a two fold increase over the current rebate being provided to the City. The rebate will be tied to a mixed paper fiber index as described in the edits to the Draft Service Agreement and adjusted annually. Commercial source separated recycling and organics collection will be performed for 50% of the current MSW rates which is consistent with rates charged today for commercial recycling. We are flexible in our approach to our cost proposal and want to make sure the City has the best combination of high value, comprehensive new service offerings and innovative programs to go along with competitive rates and additional revenue for their solid waste program.



Summary

As outlined in this Executive Summary there are numerous benefits to selecting Allied as the City of Clovis' service provider for the services outlined in this RFP. These include:

- Extremely low transition risk by utilizing a proven existing service provider currently performing the work
- Focus on new program implementation of at start of Service Agreement
- Ability to enhance diversion from Multi-family and commercial customers through enhanced public education and use of our state of the art processing facility at the Newby Island Resource Recovery Park
- Partnership with proven industry leaders Cascadia Consulting
- Implementation of several key environmental initiatives such as a CNG/LNG powered fleet, numerous add on programs, expanded single-stream material recycling, expanded food waste collection and processing
- One stop shopping with a single entity that owns the majority of the required assets
- Capital requirements will be funded through operating cash flows and there will be no financing necessary that could impact contractual provisions
- Cost proposals for all required services that reflect a reduction in residential rates and no change in commercial/ industrial rates
- Increased commodity rebates to the City that can also be used as a rate offset
- Continued partnership with an entity that has a proven track record of doing what is best for the customer first
- An employee base and relationship that is aligned with the City's current collective bargaining structure with their solid waste management employees
- Minimal exceptions taken to the Service Agreement which is very similar to the contractual structure we have been operating under for the past several years

By choosing Allied to remain as your business partner, the City of Clovis will be making a choice that allows them to partner with a local company with a proven track record of excellent service. Our local management team is empowered to make decisions in the community but has the backing of a national company with strong cash flow and assets. Our dedication will provide the City of Clovis with a proven industry leader and an organization that thinks progressively with a strong focus on sustainability.

Our familiarity and experience with the required type of service, contract structure and the availability of our asset base enables our company to offer the City of Clovis the best quality service at the most reasonable cost. Our company possesses the knowledge and expertise to implement the desired programs, provide innovative solutions to Clovis' sustainability goals and become a lasting partner for years to come.



State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

REGISTERED IN CALIFORNIA AS: ALLIED WASTE SERVICES OF NORTH AMERICA,
LLC

FILE NUMBER: 200502910245
REGISTRATION DATE: 01/26/2005
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 4, 2014.

DEBRA BOWEN
Secretary of State

MMS

NP-25 (REV 1/2007)



1

Proposer Description



“Allied is currently the exclusive collector and processor of recyclables and organics for the City of Clovis”

1.1 Corporate Structure

Allied Waste Services of North America, LLC dba Allied Waste Services of Fresno (Allied), a Delaware Corporation, is the entity that will execute the future Franchise Agreement with the City of Clovis. Republic Services, Inc. will serve as the entity providing the Parent Company Guaranty for the Franchise Agreement.

Allied has been organized and doing business under this structure since 1975. Our parent company Republic Services, Inc., one of the nation’s leading waste and environmental services providers, is responsible for solid waste collection services to commercial, industrial and residential customers in 40 states through 400 collection companies. Allied is a national company and proud to be known for the important work our people do in providing essential collection and recycling services to the communities we serve.



Allied is currently the exclusive collector and processor of recyclables and organics for the City of Clovis. Since 1990, we’ve proven our dedication to providing exceptional service to both residential and commercial customers and providing innovative new collection methods and programs (residential food waste) over this period of time. We also have a nearly 40-year history of serving Fresno, Merced and Madera Counties, and as one of the largest solid waste management and recycling companies in the United States, we have the local experience, financial assets and capability to implement all services as specified in the RFP.

About Republic Services, Inc.

Republic Services, Inc., the parent company to our local Fresno operations, was incorporated in 1998. Through a series of successful mergers and acquisitions, we quickly expanded to become one of the largest waste and recycling companies in the United States. We strategically invested in companies that aligned with our values of strong community presence, financial discipline and environmental stewardship and continue to do so.



Today, Republic Services is a Fortune 500 organization that is publicly traded on the New York Stock Exchange (NYSE: RSG). Our nationwide operations combine decades of best practices and experience from the most successful companies in the industry. Our Fresno operations have been in existence for nearly 40 years and have served a variety of municipal clients with diverse needs and goals.

Today, more than 13 million customers across the United States and Puerto Rico count on us for comprehensive waste and recycling services and reliable service performance. The dedicated Republic Services team works hard every day so our customers can have assurance that we will perform as promised.

Republic Services is a proud partner in the communities we serve. In fact, more than 30,000 Republic Services employees work, live and play in the communities we serve. We are your friends and neighbors. As noted later in the RFP response, we have an extensive track record of community support and involvement in the Fresno Area. We view this involvement as our responsibility and part of our obligation when entering into a long term partnership with a public entity.



OUR COMPANY
Republic Services is an industry leader in the U.S. non-hazardous solid waste industry. Our collection companies, transfer stations, recycling centers and landfills focus on providing reliable services and recycling solutions for commercial, industrial, municipal and residential customers. We believe in protecting the planet and applying common sense solutions to customers' waste and recycling challenges.

OUR PURPOSE
 To create value for all
 • our employees • our customers • our communities & planet • our shareholders

OUR PRIORITIES
Safety & Compliance | Do the right thing.
People | The team with the best talent wins.
Durability | Excellence driven and built to last.
Customer Experience | In a moment of decision, put the customer first.
Targeted Profitable Growth | National muscle, hometown hustle.

OUR VALUES

- A** respectful | We value others and demonstrate that in everything we do.
- A** responsible | We do the right thing — always and every day.
- A** reliable | We are trustworthy and accountable.
- A** resourceful | We maximize our strengths to get the job done.
- A** relentless | We work hard and never give up.

There are no other firms or entities entering into the Franchise Agreement with the City. Other entities providing services under this agreement (ie. organics processing) will do so as a subcontractor to Allied.

Ownership beyond ten percent

The following table shows certain information as of March 12, 2013 with respect to the ownership of Republic Services:

<u>Name of owner</u>	<u>Shares</u>	<u>Percent</u>
Cascade Investment, LLC	90,984,760 (2)	29.2%

William Gates III
 2365 Carillon Point
 Kirkland, Washington 98003

No other individual or entity owns more than 10% of the outstanding stock.



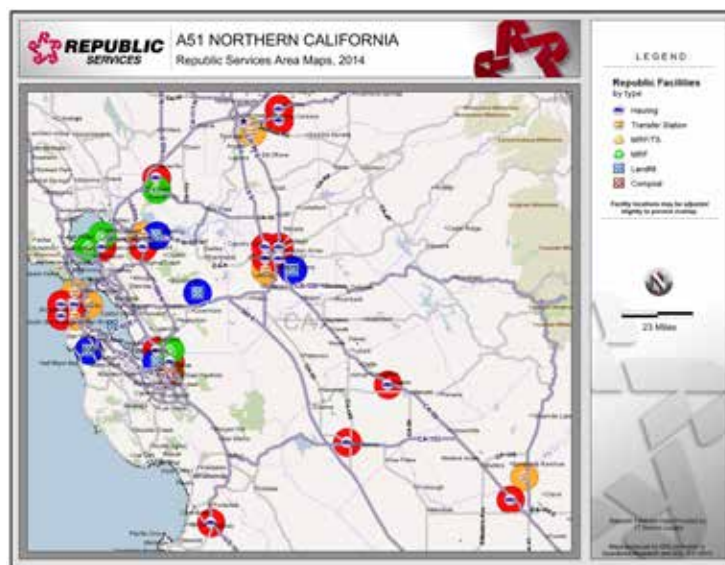
“Allied’s drivers share similar work environments with City of Clovis collection drivers”

1.2 Description of Proposer’s Experience

Our Fresno Area customers have known us for years and they can always be assured that we will perform above and beyond expectations - a unique quality in the waste industry. At Allied, we do what we say we will do, finish on time and deliver service with a smile.

“I would like to encourage you to consider continuing the Clovis recycling program with Republic Services. As a former City Council Person and Mayor I have had considerable experience with these issues, and I feel that Republic Services has served the City well. About six months ago I saw a Republic driver stop and pick up several cans that had spilled out onto the street during collection. This is really excellent service, and I would hope that the City of Clovis would continue contracting with this organization.” - Pat Wynne

Allied has a long and proud history of reliably meeting the needs of our customers. As those needs change, we have been changing as well. We have great respect for the extra care and hard work required to be the recycling and organic materials collection and processing provider for the City of Clovis. **As evidenced by our excellent service for nearly 25 years** and by our service experience detailed below, it is clear we are the best choice to continue working with Clovis. Our local drivers have a very real connection with the people they serve and go above and beyond their duties to ensure superior services are delivered daily. Additionally, Allied’s drivers share a similar working environments with City of Clovis collection drivers (operating under a collective bargaining agreement) – a partnership and understanding that cannot be replicated with any other hauler in the area.



Our Northern California Operations

Allied has a significant presence in the Northern California Area that includes Alameda, Contra Costa, Fresno, San Joaquin, Monterey, San Mateo, Santa Clara, Solano, Sacramento and Merced Counties. In our Northern California Area, Allied services nearly 550,000 residential customers and over 50,000 commercial and industrial businesses. .

In this Northern California Area, Republic has franchise contracts with the following communities:



Allied Municipal Contracts Within the Northern California Area

County(ies)	Contracting Municipality
Contra Costa/Solano	City of Antioch City of Benicia City of Clayton Contra Costa County City of Danville City of Lafayette City of Moraga, City of Orinda City of Walnut Creek City of Martinez Mt. View Sanitary District City of Pleasant Hill City of Richmond City of Hercules City of San Pablo City of Pinole City of Crockett City of Rodeo City of Piedmont City of Fairfield City of Suisun City County of West Contra Costa County of Solano City of Fairfield
Fresno	City of Fresno and City of Clovis County of Fresno
Merced	City of Los Banos City of Atwater City of Dos Palos
Sacramento	Elk Grove Citrus Heights Rancho Cordova County of Sacramento
San Mateo/Sonoma County	Authority Town of Colma City of Half Moon Bay County of San Mateo County of Sonoma
Santa Clara, Alameda & Monterey	City of San Jose City of Santa Clara City of Cupertino City of Brentwood City of San Ramon City of Livermore City of Milpitas City of Salinas City of Fremont City of Union City City of Newark County of Santa Clara
San Joaquin County	City of Stockton City of Manteca City of Lathrop County of San Joaquin

The following table presents select customer information regarding the communities we serve in and around Fresno County as summarized below. Additional detailed programmatic information including contact information, contract term, type of service and tons collected and diverted are presented for each community on the following pages.



Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Clovis	Luke Serpa, Public Utilities Director 155 N. Sunnyside Avenue Clovis, CA 93611 (559) 324-2614	8/1/05 ending 7/31/15	<ul style="list-style-type: none"> ■ Residential Automated Greenwaste ■ Residential Automated Recycling ■ Commercial Mixed Recycling 	<ul style="list-style-type: none"> ■ 29,002 residential customers ■ 290 commercial customers ■ 27,202 tons collected and diverted
City of Fresno	Jerry Schuber, Assistant Director of Public Utilities 1325 El Dorado St Fresno, CA 93706 (559) 621-1801	12/5/11 ending 11/30/21	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Commercial organics (Greenwaste and Foodwaste) 	<ul style="list-style-type: none"> ■ 5,244 commercial customers ■ 62,030 tons collected ■ 9,543 tons diverted
City of Atwater	Patrick Faretta, Parks & Community Services Director 760 E. Bellevue Rd. Atwater, CA 95301 (209) 357-6322	7/1/13 ending 6/30/23	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Residential Automated Trash ■ Residential Automated Greenwaste ■ Industrial ■ Cleanups 	<ul style="list-style-type: none"> ■ 7,564 residential customers and 470 commercial customers ■ 20,053 tons collected ■ 2,929 tons diverted
City of Los Banos	Steve Carrigan, City Manager 520 J Street Los Banos, CA 93635. (209) 827-7000	2/1/08 ending 6/30/18	<ul style="list-style-type: none"> ■ Commercial MSW ■ Commercial Recycling ■ Residential Automated MSW ■ Residential Automated Recycling ■ Residential Automated Greenwaste ■ Industrial ■ Cleanups 	<ul style="list-style-type: none"> ■ 10,192 residential customers and 380 commercial customers ■ 23,951 tons collected annually ■ 6,865 tons diverted annually
City of Salinas	Gary Petersen, Public Works Director City of Salinas 200 Lincoln Ave. Salinas, CA 93901 (831) 758-7390	7/1/10 ending 6/30/25	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Commercial Foodwaste ■ Residential Automated Trash ■ Residential Automated Greenwaste ■ Residential Automated Recycling ■ Industrial ■ Cleanups ■ Curbside Bulky Item Collection 	<ul style="list-style-type: none"> ■ 25,000 Residential Customers and 2,500 Commercial & Industrial Customers ■ 115,968 Tons Collected ■ 26,395 Ton Diverted Annually
County of Fresno - Residential	John Thompson, Resource Manager Department of Public Works and Planning 2220 Tulare Street, 6th floor Fresno, CA 93721	2/27/06 ending 2/26/18	<ul style="list-style-type: none"> ■ Residential Automated MSW ■ Residential Automated Greenwaste ■ Residential Automated Recycling 	<ul style="list-style-type: none"> ■ 11,023 residential customers ■ 33,078 tons collected ■ 17,111 tons diverted
County of Fresno - Commercial	John Thompson, Resource Manager Department of Public Works and Planning 2220 Tulare Street, 6th floor Fresno, CA 93721	2/27/06 ending 2/26/18	<ul style="list-style-type: none"> ■ Commercial MSW ■ Commercial Mixed Recycling 	<ul style="list-style-type: none"> ■ 829 commercial customers ■ 2142 tons collected ■ 149 tons diverted annually

City of Atwater

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Atwater	Patrick Faretta, Parks & Community Services Director 760 E. Bellevue Rd. Atwater, CA 95301 (209) 357-6322	7/1/13 ending 6/30/23	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Residential Automated Trash ■ Residential Automated Greenwaste ■ Industrial ■ Cleanups 	<ul style="list-style-type: none"> ■ 7,564 residential customers and 470 commercial customers ■ 20,053 tons collected ■ 2,929 tons diverted

The City of Atwater has been serviced by Allied for over 35 years. It has a population of approximately 28,800 people and 7,600 residential houses, encompassing 6 square miles. We provide residential automated waste and green waste services and twice annual bulky item cleanups. Our company also provides waste and commingled recycling collection service to the commercial and multi-family customers. The industrial roll-off service for both waste and recycling are also encompassed within this franchise agreement. The franchise is operated from a facility we share with the City of Atwater, creating a true partnership not only with service but a community partner as well.



City of Clovis

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Clovis	Luke Serpa, Public Utilities Director 155 N. Sunnyside Avenue Clovis, CA 93611 (559) 324-2614	8/1/05 ending 7/31/15	<ul style="list-style-type: none"> ■ Residential Automated Greenwaste ■ Residential Automated Recycling ■ Commercial Mixed Recycling 	<ul style="list-style-type: none"> ■ 29,002 residential customers ■ 290 commercial customers ■ 27,202 tons collected and diverted

The City of Clovis, located in Fresno County, has a population of 101,372 and encompasses a land area of over 23 square miles. Lying at the foot of the Sierra Nevada Mountain Range, Clovis has been known as the “Gateway to the Sierras” since its incorporation in 1912. Allied has been the service provider for recycling services since 1990, when we operated our company as BFI. Our partnership with the City of Clovis was originally formed with a manual three-tub recycling service and has grown and evolved over the past 24 years. As the City of Clovis grew in population and changed in technologically, our company kept pace, and in fact was far more advanced compared to other cities in the Central Valley area.

Today Allied provides commingled automated residential recycling service, automated residential greenwaste and foodwaste collection and composting, Christmas tree collection and composting, residential curbside oil collection, and commercial commingled recycling. We service approximately 29,000 recycling carts and 28,000 organics carts on a weekly basis. Our staff has grown the commercial recycling program to over 290 commercial customers within the City of Clovis. Allied is the only private company servicing a city this size with the number of homes and businesses for recycling and organics services within the Fresno, Madera, Kings, and Tulare County areas. This is an important issue for the City of Clovis to consider as the size and scope of this service agreement far exceeds that which any other service provider is currently engaged in.

Curbside residential recyclables are transferred through our Rice Road transfer station to the Newby Island Recyclery and processed at that location prior to the majority of saleable material being delivered to the Port of Oakland for shipping overseas. Source separated commercial recycling is currently processed locally through a third party company but may be processed at the Rice Road Transfer Station at some point in the near future.

City of Fresno

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Fresno	Jerry Schuber, Assistant Director of Public Utilities 1325 El Dorado St Fresno, CA 93706 (559) 621-1801	12/5/11 ending 11/30/21	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Commercial organics (Greenwaste and Foodwaste) 	<ul style="list-style-type: none"> ■ 5,244 commercial customers ■ 62,030 tons collected ■ 9,543 tons diverted

The City of Fresno Agreement with Allied began on December 5, 2011. Allied was awarded the northern half of the City of Fresno (north of Ashlan Avenue) for a variety of commercial and multi-family services. Prior to the execution of this agreement, the City of Fresno provided its own commercial waste and diversion programs. Currently, Allied offers commercial solid waste service, commingled recycling service, and organics service. Within the spectrum of organics service, food waste has also been introduced into this waste stream.

Our Fresno division provides service for 5,300 commercial customers and to ensure the greatest amount of diversion and to reduce residual for multi-family units and our business customers, we’ve partnered with the Cascadia Consulting Group. Cascadia has assisted in the education efforts with the multi-family sector by making personal visits to various locations for education and assessment purposes. Their personnel also made site visits to over 150 apartments and businesses to introduce, discuss, educate, and enlist customers for the food waste program. After the initial site visits, our company continues to partner with Cascadia to perform follow up conversations with the customers and to set appointments. The information gathered is given to our local recycling representative who follows through with additional face-to-face visits with the customer. Allied continues to be creative in finding new ways to reduce residual and to increase diversion through its recycling and organics programs.



City of Los Banos

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Los Banos	Steve Carrigan, City Manager 520 J Street Los Banos, CA 93635. (209) 827-7000	2/1/08 ending 6/30/18	<ul style="list-style-type: none"> ■ Commercial MSW ■ Commercial Recycling ■ Residential Automated MSW ■ Residential Automated Recycling ■ Residential Automated Greenwaste ■ Industrial ■ Cleanups 	<ul style="list-style-type: none"> ■ 10,192 residential customers and 380 commercial customers ■ 23,951 tons collected annually ■ 6,865 tons diverted annually

The City of Los Banos has been serviced by Allied for over 35 years. It has a population of approximately 37,000 people with 10,200 residential houses, encompassing 10.12 square miles.

We provide residential automated waste, residential automated commingled recycling, residential curbside oil collection and residential automated green waste services as well as twice annual bulky item cleanups. Our company also provides waste and commingled recycling collection service to the commercial and multi-family customers. The industrial roll-off service for both waste and recycling are also encompassed within this franchise agreement. The Los Banos franchise is operated from from an Allied-owned facility within the city.

City of Salinas

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
City of Salinas	Gary Petersen, Public Works Director City of Salinas 200 Lincoln Ave. Salinas, CA 93901 (831) 758-7390	7/1/10 ending 6/30/25	<ul style="list-style-type: none"> ■ Commercial Trash ■ Commercial Mixed Recycling ■ Commercial Foodwaste ■ Residential Automated Trash ■ Residential Automated Greenwaste ■ Residential Automated Recycling ■ Industrial ■ Cleanups ■ Curbside Bulky Item Collection 	<ul style="list-style-type: none"> ■ 25,000 Residential Customers and 2,500 Commercial & Industrial Customers ■ 115,968 Tons Collected ■ 26,395 Ton Diverted Annually

Republic Services has been the service provider for trash, recycling and green waste collection services since 2001 for approximately 25,000 single family residents and 2,500 commercial and industrial businesses.

In 2010, the City of Salinas entered into a franchise extension with Republic Services through 2025. Revised service offerings include mandatory commercial and multi-family recycling, residential & commercial bulky waste collection services, voluntary food waste collection services and expanded community and neighborhood cleanup programs designed to reduce blight and minimize illegal dumping. Republic Services was also the first solid waste collection company to convert its entire collection fleet of 30 vehicles from diesel fuel to clean burning natural gas in the Salinas Valley. Republic Services partners with Salinas Valley Recycles and The Offset Project for coordination of education, promotion and outreach activities in conjunction with site assessments to determine the optimum level of recycling and diversion. Large venue and event services include the California Rodeo Salinas, California International Airshow and American Cancer Society Relay for Life.

As with the City of Clovis, residential curbside recyclables are transferred to the Newby Island Recyclery for processing and commercial recyclables are processed locally.

Republic Services of Salinas was recognized as the Outstanding Large Business of the Year in 2010 by the Salinas Valley Chamber of Commerce and in 2014 was given the Breath California Clean Air Award for Greenhouse Gas Reduction.



Fresno County – Residential Services

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
County of Fresno - Residential	John Thompson, Resource Manager Department of Public Works and Planning 2220 Tulare Street, 6th floor Fresno, CA 93721	2/27/06 ending 2/26/18	<ul style="list-style-type: none"> ■ Residential Automated MSW ■ Residential Automated Greenwaste ■ Residential Automated Recycling 	<ul style="list-style-type: none"> ■ 11,023 residential customers ■ 33,078 tons collected ■ 17,111 tons diverted

Fresno County – Commercial Services

Community	Contact Information	Contract Term	Services Provided	Customers served, tons collected, and diverted (Annually)
County of Fresno - Commercial	John Thompson, Resource Manager Department of Public Works and Planning 2220 Tulare Street, 6th floor Fresno, CA 93721	2/27/06 ending 2/26/18	<ul style="list-style-type: none"> ■ Commercial MSW ■ Commercial Mixed Recycling 	<ul style="list-style-type: none"> ■ 829 commercial customers ■ 2142 tons collected ■ 149 tons diverted annually

Republic Services, through its subsidiary Allied Waste, has operated within the Fresno County Unincorporated area for over 35 years. Prior to the County creating Exclusive Service Areas, Allied provided residential and commercial service on a subscription basis. In February 2006, our company entered an agreement with Fresno County to provide service to customers within defined boundaries. Today we provide automated waste, automated commingled recycling, and automated green waste service to over 11,000 residential customers. In addition, we provide waste and commingled recycling service to 829 commercial customers. Within the Fresno County area our company also provides industrial roll-off service for waste, recycling and C&D material.



“We have a strong history of impeccable service in Clovis and it’s important to reinforce the dedication we have when it comes to our customers”

1.3 Description of Proper’s Service Initiation Experience

Although not required by the RFP as Allied is the incumbent provider, we are submitting examples of our excellent record for implementation of services. We have a strong history of impeccable service and it’s important to reinforce the dedication we have when it comes to our customers.

As your current service provider, Allied is in the unique position to provide the City with the assurance of a strong asset base and decades of experience serving the residents and businesses of Clovis. As we continue to prove on a daily basis, Allied is an efficient, effective, and responsive partner meeting the, recyclables and organic materials collection needs of our customers with a high level of environmental sensitivity. Our team works closely with City staff to ensure our activities are line with their expectations and that customer inquiries are always handled effectively.

There is no doubt, continuing to partner with Allied will ensure a seamless and cost-effective transition for Clovis.

We offer a number of distinct competitive advantages in continuing to serve the needs of Clovis including:

- Our long history of service and our substantial knowledge of City needs will minimize any service interruptions for collection programs. Only Allied can provide assurances that there will be no transition issues associated with the recycling and organics programs, and any associated routing coordination with the City.
- We believe and practice a philosophy of continuous improvement and will continually advance internal management controls that result in highly reliable and responsive customer service that will exceed the performance expectations of the City. Our track record of implementing programs prior to the time they were contractually required (fully automated collection) as well as implementation of new programs when they weren’t required (residential food scraps collection into the green waste collection program) are indications of our willingness to go above and beyond the contractual arrangements that are in place.
- Allied is the only company that can offer the use of the Newby Island Resource Recovery Park, home of the largest and most capable recycler in the world. We are committed to increasing diversion and can easily do so without any significant disruption for the customer.

Allied has taken on the complex task of initiating or providing expanded services to numerous communities in California. Our personnel understand the need for attention to detail and the organizational skills necessary to successfully complete these types of projects. Ultimately, implementing new services in a community not only depends on the ability of the service provider to prepare properly in advance, but to also execute the plan in a manner that disrupts existing service as little as possible. A major contributor to our transition success is the integration of best practices, which include:



“The Allied way is to always put the customer first”



- Relying on our strong Corporate Procurement team to order vehicles and containers through our national suppliers
- Execution of strict safety training for all employees in the months leading up to service transition
- The use of Route Editor to efficiently route and to assist in the execution of any container delivery plan
- Distributing simple, easy to understand, outreach material that educates the customer on the transition, subscribing to services, contacting us for assistance and provides details on diversion practices at homes and businesses
- Utilizing our integrated management and customer service system, InfoPro, allows for smooth transition for customer account information and any other pertinent details to ensure no interruption of service
- Allied employees are consistently trained and updated on all of our policies, procedures and systems so they are always prepared for any new contracts or changes in service

In our experience, the use of our best practices generally results in easy service transition for new programs (ie. commercial food waste) with little impact on the customer. If any challenges arise, we are able to manage and resolve in a timely manner.

Examples of our company's experience with service initiation in several communities are provided below.

City of Newark

In 2013, Allied Waste completed a successful service transition for approximately 10,000 single family residents, 700 commercial locations and 36 multi-family properties in the City of Newark **in less than five months**.

Customers received detailed and easy to understand educational material on the transition; a fleet of automated front load trucks with Curatto Cans were secured for residential collection; containers and carts were ordered and arrived on time. A respected third party vendor was engaged to remove and replace metal containers and residential carts by the contract start date. Services include residential food scrap collection, expanded single-stream commercial recycling collection and free on-call clean ups for multi-family and residential customers.



Contra Costa County

The Contra Costa County operation has performed 17 service transitions and new program implementations since 1999. These transitions include transition from manual to single stream collection of recyclables in the cities of Clayton, Benicia, Antioch, Martinez, Pleasant Hill and Unincorporated Contra Costa County, as well as, the implementation of fully automated green waste collection programs in the cities of Antioch, Benicia, Clayton, Martinez, Unincorporated Contra Costa County and Pleasant Hill and fully automated refuse and green waste collection programs in the Cities of Martinez and the Mountain View Sanitary District (fall 2009).

All of these programs involved development of extensive transition plans and community education programs as well as interaction with City staff in order to incorporate their preferences for cart sizes and program education.

In all, the service transitions or new program implementation involved nearly 70,000 customers in various cities with diverse layouts and service criteria (i.e. terrain, alleys, street width, parking restrictions and special service requirements such as multifamily and senior citizen requirements).

Allied also successfully implemented mandatory commercial and multifamily recycling programs in Antioch, Benicia, Martinez, Mt. View Sanitary District and Pleasant Hill for approximately 2600 customers. In all these transitions, public outreach, site visits and waste audits were conducted, tracked and reported. Our Contra Costa County team was also responsible for all AB 341 customer notification requirements.

Allied partners with the Central Contra Costa Solid Waste Authority (CCCSWA) on a unique commercial food waste collection (better known as the "Food Recycling Project") program that converts the organic material into renewable energy. Our comprehensive outreach and education program have resulted in a significant amount of organics diverted from the landfill.



Half Moon Bay and Milpitas

Allied has held the franchise agreements in these cities for many years and, in partnership with the individual cities, implemented service transition for each from tub and trash bag curbside service to three-cart systems without any interruption in service.

In 2006, Allied delivered approximately 14,000 residential recycling carts in the City of Milpitas within the span of four weeks. In 2011, we delivered over 6,000 trash, recycling and yard waste carts to residents of Half Moon Bay and, at the same time, implemented mandatory collection service to all residents, a service which was voluntary for many years beforehand.

In both of these transitions, Allied prepared and executed a detailed outreach campaign advising customers of the new services including how to subscribe, delivery and cart set-out instructions, how to use the new service and the benefits of the new services. Additionally, reroutes were performed to accommodate the new collection system which provided for more efficient service for our customers. Our teams worked closely with the franchising entity to ensure that our activities were in line with their expectations and that customer inquiries were handled effectively.



Fresno

In October 2011, the City of Fresno voted to contract with Allied to provide commercial collection service to 2,778 commercial trash sites and 2,410 commercial recycling sites with less than two months to transition services. With the dedication of the local Allied team and our proven transition experience, we successfully commenced providing service on December 5, 2011. Customers received detailed outreach material, correct invoicing and no interruption of service despite the short time frame.

 <h3>WET ORGANICS</h3>	 <h3>DRY RECYCLABLES & EVERYTHING ELSE</h3>
<ul style="list-style-type: none"> Fruits & Vegetables Bread & Pastas Dairy Products Meat & Seafood Coffee Grounds & Filters Food Soiled Paper & Cardboard Napkins & Paper Towels Paper Cups & Plates Paper Take-Out Food Containers Yard Trimmings 	<ul style="list-style-type: none"> Clean Cardboard & Paper Glass Bottles & Jars Packing Materials Carpet & Padding Reusable Items Plastics Clean Wood Scrap Metal Metal Cans Foam Cups & Containers
	

San Jose

Allied began providing service to all commercial customers in the City of San Jose on July 1, 2012 with an exclusive 15-year agreement. Six months prior to the contract start date, Republic acquired 99 percent of our competitors' business in San Jose to ensure no interruption of service for any customer.

San Jose customers receive a two-container Wet/Dry collection service, with all collected material delivered and processed through our Newby Island Recyclery, the largest recyclery operation in the world and capable of processing 110 tons of multi-stream material per hour. Because of this new service, all San Jose customers are automatically AB 341 compliant and diversion is expected to reach 80 percent by 2014. This was the first project of its kind in California where the entire commercial waste stream was characterized and routed so that state of the art processing equipment could be utilized to extract all usable and saleable products.



RECYCLING MADE EASY
 Republic Services | 408-452-1234 | Monday-Friday 8am-5pm | republicwest@cs.com



“Allied intends to finance all of the capital requirements for the collection of materials from the City of Clovis operating cash flows”

1.4 Information Regarding Past and Pending Litigation and Compliance

Allied Waste Services, LLC is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations. Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional detailed information can be provided upon request from the City of Clovis.

Allied has not experienced any claims against officers of the company, local key personnel, a bid, proposal, or performance bond or the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the past five (5) years.

1.5 Financial Information

Allied's parent company, Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE:RSG), Fortune 1000 Company and will be the signatory for the corporate guarantee.

Republic's most recently completed audited financial statements can be found in Attachment 1. The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Certified Public Accountants) – Phoenix, Arizona.

Financing Plan

Allied intends to finance all of the capital requirements for the collection of materials from the City of Clovis operating cash flows. We will not require third party financing and as such, the City will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing. **This should be something the City of Clovis takes into serious consideration when choosing a service provider. In many instances, the ability of a service provider to agree to contractual provisions is greatly inhibited by debt covenants and lending requirements.** By continuing a partnership with Allied, all of these concerns are set aside and the City can rest assured that we will stand behind our commitments and obligations.



“Every Allied employee is considered “key personnel” in our eyes”

1.6 Key Personnel

Over the years, Allied’s local team has demonstrated exceptional commitment to the highest service standards in the industry. We’ve proven responsiveness to solving customer service issues, developing effective public education materials, implementing new and environmentally responsible programs and working in partnership with Clovis to improve reporting metrics and consistency.

Every Allied employee is considered “key personnel” in our eyes, from the drivers on the street, to the administrative and management staff. As a result, our customers in Clovis recognize, trust and enjoy a friendly relationship on a daily basis with Allied staff. We provide the basic necessity of collection service in a manner that allows customers to never question our ability and dedication. With a combined 100 years of experience, it’s with great pride we introduce our drivers – the pillar of our key team members in Clovis.



Allied’s City of Clovis Team

(Bottom row – left to right - Rodrigo Parra, Jaime Rodriguez, Rafael Cardenas;

Top Row - Left to right – Carlos Rodriguez, Juan Cortez, Ray Hernandez, Mike Tucker, Larry Barton, Ricardo Fruto, Moises Perez)

Management Team

The current management team has worked together for several years and will continue to provide service to Clovis if awarded the franchise. They are a seasoned and professional group with many years of collective industry experience and are dedicated to providing the best customer experience possible. Customer experience is derived from a combination of factors such as highly trained customer service representatives and drivers, our commitment to the environment and a skilled operations and management staff that puts the customer first, always. **As a result, we are the experts when it comes to performing the various day to day responsibilities required to successfully service Clovis – no transition or learning curve will be required.**



“We are the experts when it comes to performing the various day to day responsibilities required to successfully service Clovis – no transition or learning curve required”

The key personnel that will be assigned to the ongoing management are described below.

Management Team Roles

The management team will be led by Michael Caprio, Northern California Area President. If awarded this franchise, Allied anticipates each member of the local management team will dedicate approximately 40 hours per month to the City of Clovis. The only exceptions would be the Operations Supervisor and the Community Relations/Public Education Manager who would be fully dedicated to this franchise at approximately 40 hours per week.

Michael Caprio, Northern California Area President

Responsible for the execution of the implementation schedule, securing all funds, personnel and assets associated with the contract. Designated lead for contract negotiations.

Position to be Filled, General Manager

Responsible for the execution of the implementation schedule, securing all funds, personnel and assets associated with the contract. Designated lead for contract negotiations.

Bryan Adamson, Controller

Responsible for data conversion and auditing of customer information from prior service provider.

Robin Emerson, Operations Manager

Responsible for routing, container distribution, quality control and driver hiring/training.

Mike Tucker, Operations Supervisor

Responsible for daily oversight of drivers, routes and field operations.

Javier Camacho, Maintenance Manager

Responsible for fleet readiness and maintenance for all of the equipment utilized by the company as well as the facility

Renee Flores-Devan, Customer Service Manager

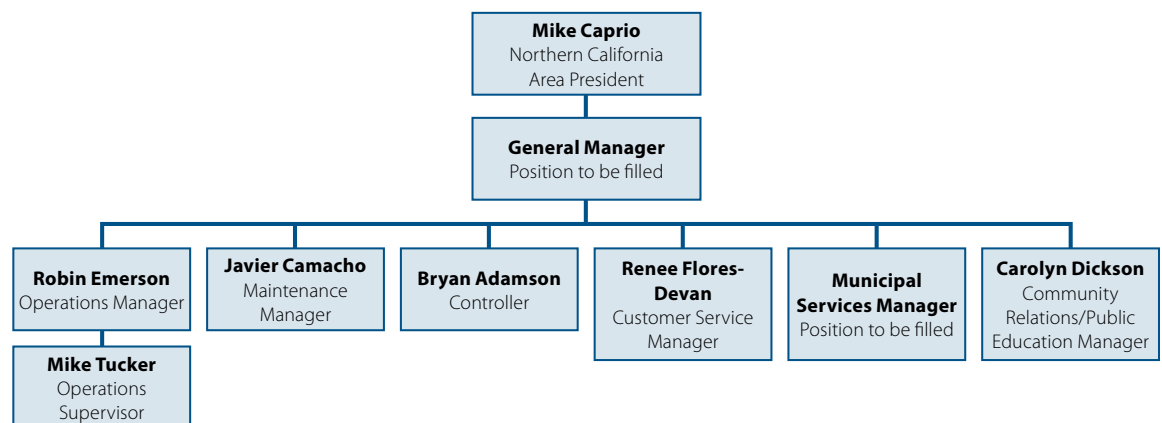
Responsible for hiring/training all new customer service representatives and ensuring appropriate staffing levels during transition.

Position to be Filled, Municipal Services Manager

Responsible for contract management and contract compliance, as well as management/oversight of public education and outreach focusing on enhancing diversion efforts in the City of Clovis.

Carolyn Dickson, Community Relations/Public Education Manager

Responsible for developing the recycling education and public outreach campaign specific to this franchise agreement.





MICHAEL CAPRIO
Northern California Area President

Mike Caprio began his career as a geologist and systems programmer for a major environmental consulting firm and holds degrees in Geological Sciences (B.S.) and Environmental Management (M.S.). He has held positions of increasing responsibility in the solid waste industry for 20 years, beginning with extensive experience as Regional Environmental Manager with Norcal Waste Systems, Inc. Mike was employed with Browning-Ferris Industries (BFI) for over five years as Operations Manager and Facility Manager at the Vasco Road Landfill and as District Manager for BFI's Northern California Landfills.

Mike also became involved with management of municipal contracts and market development activities in the Bay Area. He joined Allied Waste Services as their Northern California District Manager in October 1998 and was later promoted to his current position as Republic Services' Northern California Area President.

Mike has successfully taken on duties in every major area of responsibility in the solid waste business. He has worked on projects ranging from landfill, transfer station and household hazardous waste facility permitting & compliance, contract development and management, construction management and heavy equipment maintenance as well as management of legal and labor relations. He has extensive experience in motivating and coordinating a team of professionals and having full financial and operating responsibility for a group of operating subsidiaries. This experience has qualified him for a senior leadership role with Republic from which he continuously seeks to meet and exceed customer expectations.

With Republic, Mike has managed an increasingly large number of operating subsidiaries and successfully managed growth related to expansion of services with municipalities, acquisitions and the roll-out of new service packages in franchised markets. This success has been largely based upon his ability to define the goals necessary to complete a task and assembling a team of individuals that will carry out the requirements of the program. Through his experience with Republic, Mike has become very familiar with the issues facing jurisdictions such as Clovis and the need to identify a company able to provide reliable and cost effective collection, processing and disposal services.

Position to be Filled
General Manager

The General Manager is responsible for leading on one of the Company's Business Units which includes full profit loss responsibility for all facets of the operation. The position manages an infrastructure team comprised of division-level managers, including Operations, Fleet Management, Sales, Finance, Human Resources, Safety and Environmental Compliance, and Environmental Engineering, who support the total operation of the Business Unit. The General Manager executes a local market strategy that complements the Area's overall strategic operating and marketing plans and implements tactical initiatives to drive functional excellence. The General Manager manages all matters related to collection and/or post-collections operations (transfer stations, landfills, recycling centers and/or other complexes); represents the Company to customers, vendors and municipal customers and other external stakeholders; oversees effective safety and accident prevention programs and leads all operations to ensure compliance with standards; and drives change management initiatives to introduce and sustain new processes that contribute to the durability of the Business Unit.

Principal Responsibilities:

- Implements and executes plans to complement the Area's strategic operating plan; champions the execution of the strategic plan and tactical initiatives within the Business Unit, including but not limited to operating safety, enhancing customer experience, improving efficiency.
- Oversees effective safety and accident prevention programs to ensure all reasonable action are taken to prevent accidents and injuries; ensures a safe and productive work environment for all employees.
- Leads operations to ensure compliance with all standards including environmental, operating, regulatory, safety, account and ethics.



- Manages performance and talent development.
- Builds and maintains strong and effective relations with relevant government, community and environmental groups.
- Performs other job-related duties as assigned or apparent.



BRYAN ADAMSON
Division Controller

Bryan Adamson joined Republic Services as Division Controller in September 2014. Bryan brings the company 25 years accounting and finance experience with the previous 11 years as Chief Financial Officer of Otto Trucking, Inc. in Mesa, Arizona.

Bryan and his team are responsible for all financial reporting, billing and internal controls, along with compliance with corporate policies, Sarbanes Oxley, and statutory requirements. Bryan is a member of the management team participating in all financial areas of the division.

Additional responsibilities include management of capital expenditures, budget and forecast process, preferred vendor compliance and pro-forma analysis.

Bryan has a B.A. in accounting from The University of Texas at Arlington.



ROBIN EMERSON
Operations Manager

Rob Emerson has over 21 years of experience as an Operations Manager, and 26 years of experience in the solid waste industry with Allied/BFI in the Central Valley Fresno operation. Rob's experience has enabled him to set measurable goals to manage productivity, labor costs, disposal minimization, diversion and safety. His career has centered on providing customers with a cost effective, high quality service and resolving customer issues in a professional and timely manner.

Rob has successfully implemented several service transitions with minimal customer disruption. He oversees current services and all new services offered by the Fresno division and his long-standing employment with Allied's makes him intimately familiar with the service requirements of all the division's contracts.



MIKE TUCKER
Operations Supervisor

Mike Tucker joined Allied in 2008 as the Operations Supervisor for the City of Clovis driver team and continues in this position to present date. Mike takes great pride in his strong partnership with the Clovis community and his team of reliable, trustworthy, hardworking drivers, all of whom have developed an understanding of what service means to our Clovis residents.

Prior to joining Allied, Mike worked in beverage industry operations for over 32 years.





JAVIER CAMACHO
Maintenance Manager

Javier Camacho has more than 15 years of experience in heavy equipment repair and service. As Maintenance Manager, Javier is responsible for fleet readiness and maintenance for all of the equipment utilized by the company as well as the facility. Additionally, he is responsible for local, state and federal safety, compliance and environmental issues related to the workplace. The Maintenance Manager reports directly to the General Manager and the Regional Maintenance Manager and works closely with the Operations Manager to ensure the fleet is safe, operational and capable of meeting the needs of all of Allied's customers.

During the last 5 years, Javier held the position of Maintenance Manager for Waste Management's Central Valley operations, with 42 people reporting to him and responsibility for keeping 156 trucks up and running efficiently. Javier managed service centers in multiple locations for Waste Management, and was also responsible for ensuring that environmental & safety compliance standards were adhered to. Javier coordinates with the Allied operations team to assess the needs of the fleet and manage the required logistics to ensure the fleet is safe, operational and capable of meeting the needs of all of Allied's customers.



RENEE FLORES-DEVAN
Customer Service Manager

Renee Flores-Devan began her career with Allied over 17 years ago as a Residential Customer Service Representative. Renee has performed other key roles in the business including Commercial Customer Service and Inside Sales and Billing. In her current roll as Customer Service Manager, Renee oversees the day-to-day operations of our Customer Service Department. A key part of this responsibility is the continuing education of Customer Service Representatives, monitoring call statistics to ensure that customers are being served in a timely manner, and ensuring that we are meeting the needs of customer requests according to their expectations. Renee works closely with and assists in supervising our Billing and Collection employees, bringing a customer service focus to the clerks in that department.



CAROLYN DICKSON
Community Relations/Public Education Manager

Carolyn Dickson has been in the solid waste business for over 20 years and with Allied Waste for the past 16 years. She transferred from Waste Management of Pottstown, PA where she was Customer Service Supervisor. She was also the Sales Coordinator for the Region and editor of the company's employee newspaper. Carolyn is be responsible for are public outreach and education, contract timelines, milestones and reporting. Carolyn will be the City of Clovis' primary contact for the implementation plan and all public education requirements.

With over 16 years of experience in managing successful recycling programs, she brings extensive knowledge of new service transitions and education.

Prior to the waste industry, Carolyn was a public relations manager for Sperry Univac/Unisys Corporation where she interacted with Fortune 500 companies, international journalist and was contributing editor for employee newspaper and editor of daily electronic news to approximately 27,000 employees. She earned her AA from Montgomery County Community College (Blue Bell, PA) and certificates from the Ragan Writing workshop (Washington DC), and a two-week writing workshop at NYU. She is continuing to work on her BA in communications.



“We make it a priority to ensure our employees are happy, healthy and look forward to doing their best work—day in and day out”

Position to be Filled

Municipal Services Manager

The Municipal Services Manager position is responsible for contract management and contract compliance, as well as oversight of the public education and outreach efforts focused on enhancing diversion efforts. The Municipal Services Manager will ensure the City will have a dedicated, full-time, experienced business partner whose primary focus is contract management. Specific duties of the Municipal Services Manager include:

- Identification, tracking and preparation of compliance and reporting requirements within the Franchise Agreement;
- Short and long range planning and coordination of the City's diversion strategy and review of program implementation and results including program adjustments to meet any changes in City goals;
- Alignment of City diversion programs with changes in regulatory structure on the local, state and national level. Responsibility for keeping the City updated on pending regulatory changes, inform the City on potential impacts to existing City programs and provide assistance in drafting position statements and developing strategies to maximize the benefit obtained from regulatory changes. Compliance and involvement with existing AB 341 and upcoming AB 1826 commercial organics legislation would be examples of this area of focus and;
- Day to day interaction with assigned City staff on issues ranging from illegal dumping, community event participation, public education material preparation and distribution, interaction with property management and business community personnel, waste characterization and long-term diversion strategy on a customer specific basis, performance of onsite public education and diversion seminars/trainings for multi-family residents, property managers and the business community;
- Management of diversion coordinators to ensure that the efforts of our public education and outreach teams are coordinated and aligned with City goals and priorities.



1.7 Description of Current Labor Agreement

Allied provides its employees with some of the most competitive wages and benefits packages of any organization in the industry, as demonstrated by our collective bargaining agreements (CBAs). We offer a safe, respectful and rewarding workplace for our employees and provide the best training and safety programs that the industry has to offer. These programs, developed by Allied, often lead the way for the rest of the industry.

Allied focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees. Nearly 40 percent of Allied/Republic Services over 30,000 employees are represented under various (CBAs) across the country.

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the entity we are partnering with. Allied works tirelessly with our labor partners to ensure labor peace and although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution. We are committed to positive labor relations and will continue to work in an open, transparent and mutually beneficial manner with Teamsters Local 431 (Fresno), which represents our Fresno operation drivers and mechanics. Allied will continue to partner with the Teamsters during the term of the collection agreement and will always negotiate in good faith.

As noted above, our intent would be to continue having our represented employees work side by side with the City of Clovis employees. Performance of the duties outlined within the Request for Proposals in a cooperative and cohesive manner with the solid waste collection performed by City employees would be our goal.

A copy of the current CBA is included as Attachment 2.



2

Technical Proposal for Collection Services



Allied’s long term partnership in Clovis has allowed us to become a trusted, familiar presence in the community. We understand the needs of our Clovis customers - needs that have become second nature to us over the years. By choosing Allied to remain as the service provider for Clovis, customers will continue to be served by the company they know, trust and respect and will never be required to deal with the challenges that come with transition with a new, untested service provider.



Allied is proposing a comprehensive, customer friendly and environmentally responsible package of services for the City of Clovis:

- 25 years of experience providing collection to Clovis
- Innovative technology to reduce environmental impacts and provide efficient services
- Local call center
- Use of the Newby Island Resource Recovery Park to increase diversion for residential, multi-family and commercial customers
- Best-in-class preventative maintenance program (One Fleet)
- 99% compliance in meeting customer Service Commitment goals to ensure customers receive service compliant as expected with their expectations.
- Numerous service enhancements including commercial organics collection and expanded single-stream recycling materials collection
- Extensive outreach, technical assistance and education for schools, residential, commercial and multifamily customers with technical support from Cascadia Consulting
- Offer of additional programs: We’re Looking Out for You Neighborhood Watch Program, Compost Giveaway, Household Battery/Cellphone Recycling and Citywide Garage Sales & Donation Event



“Additionally, Allied takes great care in ensuring timely and effective measurement, reporting and communications with City staff”

2.1 Recyclable Materials Collection

The following section details Allied’s plan to perform recyclables and organics collection for single-family, multi-family and commercial customers within the City of Clovis. **Having served the collection needs of the City for 25 years, Allied is the only collection company that possesses the extensive local expertise and knowledge to meet and exceed the objectives and goals of the City.** Our drivers, administrative staff and management are familiar with every detail and every special circumstance surrounding collection in Clovis – something that can only come from a company with our longevity in the community. Our experience and understanding of the various requirements are of great value in serving the residents and businesses in Clovis.



Allied’s locally-based management and operations team has proven its commitment to delivering the most efficient use of equipment and labor, with an emphasis on cost-saving measures, safety and sustainable practices. The local Allied team will continue to build upon its extensive operational and customer service experience which include expanding the public education program to foster greater residential, multi-family and commercial recycling; adopt “best practices” for continual improvements in customer service; invest in new equipment, systems and technology to maximize operational efficiencies in continuing to provide exemplary services to Clovis. Additionally, Allied takes great care in ensuring timely and effective measurement, reporting and communications with City staff.

All collection services will be performed in strict accordance with the service requirements outlined in the RFP. **With 25 years of experience in providing excellent service in Clovis,** Allied has created an operational framework that allows the integration of collection techniques and service routes to be conducted in the most efficient and timely manner. The new services required by the RFP will be complementary to our existing service offerings and programs



“Our drivers have a proven track record of working in tandem with City employees to ensure customers receive seamless collection on a daily basis”

we have implemented recently in the Fresno Area. Therefore, any service transition will be minimal and can benefit from the experience we have gained locally and throughout our Northern California Area.

Allied's experience and use of advanced industry technologies allow us to create highly efficient routes that can be modified to accommodate all transition requirements. Based on our many years of experience servicing the recycling and organics collection needs for Clovis, we fully understand the City's desire to match routing requirements to the current waste collection routes provided by the City. Our drivers and operations team have a proven track record of working in tandem with City employees to ensure customers receive seamless collection on a daily basis.

Through the use of advanced routing software, Route Editor, in tandem with Allied's customer management system, InfoPro, we can ensure a thorough approach to routing to enhance worker/public safety, create efficiencies, reduce carbon emissions and street wear and tear. The seamless integration of Route Editor and InfoPro will ensure optimum routing plans for all collection activities within Clovis.

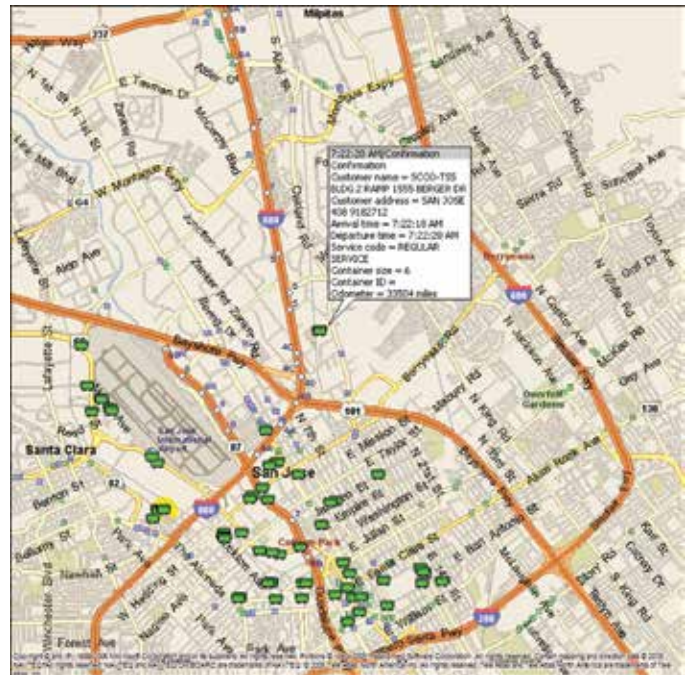
Our reputation as a successful collection provider precedes us and we are confident that our customers trust we will make the best decisions when it comes to excellence in service.

Collection Methodology

Allied will offer collection systems to residential, multi-family and commercial services that provide high quality, efficient, cost-effective and customer friendly services. These collection systems are explained in detail in the following sections.

We have developed a routing program, Route Editor, that creates the most effective, productive, and efficient routing for our trucks **yet will always run concurrent to City-provided trash collection routes/days**. This system establishes a safe pathway through the local streets, while also eliminating unnecessary crossover and backtracking miles. This state-of-the-art program also maximizes fuel savings and minimizes emissions.

Since any necessary route modifications will be done using the Route Editor program, each home and customer location will be geo-coded by location (located by GPS coordinates) and loaded into the program. This software takes our current operating metrics and service area statistics and creates routes using this information. The Route Editor program takes into account things like population density or transfer station trip times, historical operating statistics, weight per home and truck capabilities to create the most efficient routes. The system then tells us the most safe and efficient way to operate these routes, eliminating potential safety hazards like left hand turns and backing. This program also takes into consideration the cumulative weight on the truck and routes it to minimize truck weights to help reduce wear and tear on local streets. We use a GPS tracking system called Fleetmind that enables us to track our drivers throughout the day. FleetMind is an innovative GPS/AVL software package and onboard computer system (OBC) integrated with Allied's customer management system, InfoPro. The FleetMind OBC is designed to support multi-mode wireless communications based on BlueTooth, GPS and satellite platforms and is able to record real-time truck and driver data. Simply put, FleetMind allows Allied to provide service verification for each and every service it delivers and the verification is available in InfoPro whenever one of our staff, a customer, or the City needs it.



“Allied’s Route Editor program creates the most effective, productive and efficient routing for our trucks”



Each Allied truck will be equipped with a GPS enabled onboard computer. This computer records the location of the vehicle every 30 seconds and communicates that data to our office servers every two minutes over the Nextel iDen network. The OBC does more than just record the truck’s position – it is a true two-way link. The route sheet is provided electronically to the OBC, and that route sheet is displayed for drivers. Service information is date and time stamped then posted to the route and to the specific customer in InfoPro when the service is performed. This two-way linkage provides the ability to track real-time collection activity in the field, including on-route events (e.g. pick-up by customer/ by container, extra collection services) as well as off-line time (e.g. breaks, trips to the transfer station). It also includes service notes generated by the driver as he provides the service.

Each morning, when our driver arrives at the yard and completes the pre-trip inspection on the vehicle his next activity is to download his route electronically to the OBC in the truck. The route is transferred wirelessly from InfoPro directly to the truck, and includes any customer notes, special activities or requests as well as container pick up information. The route is already sequenced in the order the driver will complete it.

Throughout the day as the driver completes each service location, the GPS/AVL continues to track the location of the truck, and, when a lift is performed, matches the location of the truck against the location of the customer’s container recorded both in InfoPro and in the driver’s electronic version of the route sheet, and then records and timestamps the service activity to that customer. At all times, the driver can override or correct the information being recorded by the truck’s sensors to improve the quality of the data.

Using FleetMind, the driver can input notes and other information directly into InfoPro. An excellent example of this occurs when a driver encounters a blocked container or a “not out.” In the past, the driver would have to contact dispatch, verbally provide the information to the dispatcher who would then enter the information into InfoPro. Errors and delays in entering data created problems when the customer called because the customer service representative (CSR) might not have the most up-to-date information and therefore could not immediately resolve the issue with the customer. With FleetMind, the driver simply enters the note himself and the information is always attached to the customer account when the customer calls or when the CSR contacts the customer proactively. Bringing the driver directly into the communication chain increases accountability, provides immediate feedback on service issues



“Each Allied truck will be equipped with a GPS enabled onboard computer”

and always leads to more consistent driver behavior on the route. This, in turn, has a very positive impact on the timely and efficient service to the customer.

Flexibility in managing routes during the day is a critical need in operations. Trucks may breakdown, routes can be delayed due to traffic, higher volumes on the route, wait times at the transfer station– these issues can and do arise during a normal day.



FleetMind allows our operations supervisor to remotely access the driver’s route, transfer and re-assign stops to another route and still document service to those accounts by the second driver. We can provide a seamless, electronic process to ensure that all routes are completed, even in the event of vehicle breakdowns or other challenges.

Because route activity data is tracked at a very granular level, it can be used to ensure accurate customer billing and provide information to quickly respond to service requests. Additionally, the OBC can be configured to integrate with a broad range of add-ons devices including on-board cameras, RFID antennas and weigh-in-motion scales. In addition to the communication feature, this system gives us access to SkyMail, which allows our drivers to leave messages with dispatch and take photos on the route of safety issues, blocked stops, and overloaded containers. Dispatch will then add notes to the customer’s account or escalate the issue to a supervisor for resolution with the customer if necessary. The CSR’s can access these notes and pictures and use them in their phone discussions with homeowners and businesses. Our drivers are encouraged to take a pro-active approach to safety and customer service, and this tool gives them the ability to do so.

SkyMail **What is SkyMail?**

- **Documenting issues via a simple call,**
 - **“Record, Document & Share!”**
- **Customizable Subject Lines allow Priority Queuing**
- **Load Balancing Benefits in Dispatch Center**
- **Documentation: “Evidence” and Accountability**
 - **Audio, Photo, Time Reporting and GPS**
- **SkyMail Text Messaging and Push-to-Reply: Function & Safety Benefits**



Voice-To-Email

Text Response (SMS)



February 2011
Page 3



Collection Equipment Specifications

Allied will service all cart customers – residential, MFD and commercial - using a total of nine (9) automated side loader (ASL) for residential customers – four (4) for organics and five (5) for recycling and one (1) front-end load (FEL) vehicle to service MFD and commercial bin customers. Allied has selected these particular vehicles for numerous reasons, including:

- The vehicles have proven to be among the strongest, safest and lowest maintenance trucks in the industry.
- Our first-hand local knowledge shows that the vehicle sizes and attributes are best suited for the service area.
- Allied's use of this equipment in Clovis and other cities on the west coast will enable the sharing of common parts and factory-trained technicians within the network.

All of the collection vehicles are operated by a single driver. Each truck is painted in a uniform manner in Allied blue and features the Allied logo. Each vehicle is also equipped with the GPS tracking and onboard computer systems outlined above.

Based on the City's wishes, Allied may employ the use of smaller, rear-end load vehicles in certain neighborhoods within the City to improve maneuverability, and minimize the street and traffic impacts in those areas created by larger collection vehicles.



ASL Vehicle

The ASL vehicle is a dual-side-drive, low-step three-axle model that facilitates easy ingress and egress for the driver to the curbside. The low-entry cab design promotes safety, reduces potential injury, and increases productivity. These vehicles are equipped with efficient hydraulic systems that allow for compaction at idle speeds or even while on the move and a large 5-cubic yard hopper that greatly reduces the chance of litter and spillage. All collection vehicles will also be equipped with a remote camera that allows driver's full visual access to the field of operation which greatly improves safety.

The ASL features a patented arm, which has an unmatched level of precision. The patented vertical lift design moves the arm from ground-to-ground operation at 6.5 seconds, allowing for maximum curbside pickup in less time.

The arm's design feature prevents spillage, which saves driver time while also protecting the environment. The arm's design also minimizes truck rocking. Most automated truck manufacturers have automated arms that begin picking up the container immediately, which can mean the arm is extended nearly seven feet while supporting the weight of the container, causing the truck to rock while the contents are being unloaded. With our trucks, the arm is retracted for lifting, so the weight is over the suspension of the vehicle. This keeps the truck from rocking, which can greatly reduce driver fatigue, injury, and spillage. Allied proposes to use model year 2010-2013 Autocar ASL vehicles with Heil and McNeilus bodies at a cost of \$267,774 each. Vehicle capacity ranges from 28-37 cubic yard volume bodies.

Looking Toward the Future: AFL Vehicle

Since many of our vehicles currently servicing the City of Clovis have been recently purchased and are essentially new, we propose beginning the new service agreement with the existing fleet of trucks serving the City. However, we also propose replacing these vehicles with newer



collection technology which runs on alternative fuel and has been proven to provide significant operational and environmental benefits in other parts of our Northern California service area. These vehicles are described in more detail below.

Allied intends to phase in compressed natural gas (CNG) or liquid natural gas (LNG) automated front-end load (AFL) vehicles fitted with a Curotto-Can when the time comes to replace the current ASL vehicles.

The AFL vehicle has 42-cubic yard body and a 4.6-cubic yard device – developed by the Curotto-Can Company in Sonoma, CA - that attaches to the fork of a front-end loader when servicing carts. A lift-arm on the device picks up carts and dumps them into the Curotto-Can. It takes five seconds to stop the vehicle, grip and dump a can and start moving down the street again. In addition to carts, the arm can pick up bulky items like sofas eliminating the need for separate bulky item and clean up routes and further reducing the wear and tear on road surfaces and reducing emissions. After up to 10 to 15 lifts, the front-end loader's fork arm empties the Curotto-Can into the truck's hopper.



Features of the AFL Vehicle

Reduced Cart Costs (from loss or damage)

Cart loss and damage are accepted as the cost of doing business with automation but the Curotto-Can automated carry can never packs carts. If a cart drops into the container hopper, the driver can simply and safely remove it. The Curotto-Can dumps carts much lower and with a much smoother action. This means fewer damaged cart lids, wheels, and axles. The unique gripper design ensures no metal contacts the cart while

gently applying pressure to the cart body, resulting in extended cart life. Costs from cart damage with the Curotto-Can automated carry can will become nearly zero.

Greater Maneuverability

Because the arm is forward of the cab and steer axle it behaves like a boom. This unique feature enables the Curotto-Can to easily move around parked cars and cul-de-sacs – up to 20% faster in an independent comparison. Better maneuverability means fewer backing events resulting in improved productivity and enhanced safety.

AFL Means Safety

The Curotto-Can is the only automated system that provides an “Eyes-Forward” working environment and results in improved driver and public safety. Drivers aren’t required to “rubber neck” 1,000 times a day, drastically reducing Repetitive Stress Injury risk. Eyes-Forward collection improves driver awareness and focus, reducing the chance of personal property damage (mailboxes etc.) and general public injury due to driver error. These inherent safety benefits combined with fewer backing events make a front loader equipped with a Curotto-Can a sound choice for collection services.

Contamination Mitigation

The Curotto-Can is the only automated system that allows the driver to see material before it’s packed. Contamination and collection of hazardous waste material can be stopped in any stream at the curbside. Identifying and safely removing contamination while recording violations ensures clean waste streams. Collecting clean material is a major cost avoidance and mitigates the risk of culling, handling, and disposing of contamination.

This technology is proven to retrieve and return carts in even the most hard-to-reach locations, enabling the industry’s most efficient, safe, and environmentally responsible curbside automated collection services. Allied successfully uses AFL vehicles in a number of our Northern California service cities including Antioch, Pleasant Hill, Martinez, Benicia, Newark and Milpitas.



“Allied intends to phase in CNG or LNG vehicles to service Clovis”

This investment in state of the art collection technology is designed to improve operational efficiency, reduce spillage/litter, ensure driver safety and provide protection of customers’ personal property. The AFL vehicle will also be used to service MFD and commercial cart customers. Residential AFL Currotto-Can vehicles will be purchased at a cost of \$361,430 and \$304,550 respectively for CNG (or LNG) FEL.

Allied anticipates the following schedule for implementation of the AFL vehicle in Clovis:

Year 2 of the Agreement:	Three (3) AFL vehicles
Year 6 of the Agreement:	Two (2) AFL vehicles
Year 7 of the Agreement:	Two (2) AFL vehicles
Year 8 of the Agreement:	Three (3) AFL vehicles



FEL Vehicle

Allied proposes to continue to provide bin service to MFD and commercial customers with one (1), 2011 model year FEL vehicle with a 40-cubic yard volume body at a cost of \$282,555 with a standard crew size of one driver. This vehicle will be replaced when its useable life is complete in 2021 with a new FEL vehicle (Year 6 of the Agreement). We have selected this vehicle for a number of reasons:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry.
- Our first-hand local knowledge shows that this truck’s size and attributes will “fit” every neighborhood Allied services, including hard-to-service accounts.
- Allied’s use of this equipment in other cities on the west coast will enable the sharing of common parts and factory-trained technicians within the network.



Vehicle Maintenance



ONE VISION ONE WAY

Preventative Maintenance Program for Collection Vehicles and Equipment

Allied is dedicated to owning the best running, safest and most environmentally friendly vehicles for our customers and we are able to achieve this through a rigorous maintenance program called OneFleet. With standardized procedures and consistent execution, we provide the best-in-class fleet management system, which gives our customers improved reliability and fleet availability.

There are six pillars to OneFleet:

1. Preventive Maintenance (PM)

PMs are the hallmark of OneFleet. Republic Services prescribes six levels of PM activity (A-F) at varying truck hour markers.

- A.** Every 150 hours (full inspection, including nuts/bolts/fluids/no cracks)
- B.** Every 450 hours (A plus, full lubrication service)
- C.** Every 1350 hours (transmission, front suspension, air-to-air, hydraulics, CNG inspection)
- D.** Every 2700 hours (A, B, C plus drain transmission, new filters and fluids; crank ventilation filters; exhaust system inspection/service, cleaning, catalyst inspection/service)
- E.** Every 5400 hours (A, B, C, D plus differential fluids, DPF system, overhead valve adjustment, fuel systems inspection/service)
- F.** Every Year – Annual Federal Safety Inspection



2. Planning and Scheduling

Standardized planning and scheduling leads to increased shop capacity and/or reduced fleet down time. By planning preventative repairs, we have parts on hand, mechanics scheduled during off-route hours. This keeps the shop from being reactive and unprepared. We prioritize ticket items to adequately meet our operational needs – making sure the fleet is ready at route time and can remain in sync with the City of Clovis service schedule.

3. Workplace Organization

A clean and organized workplace provides a safer and more efficient environment. At Allied Waste, we manage the Five S's:

- ✓ Sort
- ✓ Straighten
- ✓ Sanitize
- ✓ Standardize
- ✓ Sustain

4. Repair Quality and Training

Allied OneFleet initiatives are only as strong as the training we give our technicians. Quality Tech Training is our mantra – from on the job training to formal classroom programs.

5. Driver Practices

Joint accountability and proper communication between maintenance crews and operations personnel (drivers and supervisors) fosters fewer unscheduled repairs and breakdowns. Each day, drivers:

- Perform a pre/post-trip driver quality control inspection
- Ensure that any issues they identify are accurately communicated to the shop
- Ensure that customer & route expectations are understood in the mornings.

6. Parts Management

The right part at the right time is critical to maintaining a fleet. With proper parts management, parts are on hand for all scheduled repairs, which decreases truck and labor down or delay time. Integral to the parts maintenance program is a maintenance bay, floor and shelves are clean and orderly. With proper scheduling, parts are staged on carts in advance of a technician's arrival.



The bottom-line benefit of OneFleet is the positive impact to our customers. We begin the day (everyday) with a reliable fleet – both operationally and environmentally.

Operating pillars

- 1 Preventive maintenance (PM)
- 2 Planning and scheduling
- 3 Workplace organization
- 4 Repair quality and training
- 5 Driver practices
- 6 Parts management





Vehicle Inspection Reports

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned CDL driver and includes both a pre-trip inspection and post-trip inspection. Drivers check fluid levels, lights, tires and other safety related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventative maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

Preventative Maintenance Program

Each vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to; tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, road tested and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service and repairs that can be, are scheduled to be completed at the next service.

Preventative Maintenance Inspections (PMI) are set at different levels, ranging from PMI-A to PMI-E. Each level is an increasingly more detailed inspection and/or requires different fluids to be changed e.g., oil, hydraulic, coolant, differential, etc. Once a year each vehicle is given a complete annual inspection in accordance with 49 CFR 396. Adherence to these programs reduces downtime and road calls which correspondingly increases customer satisfaction due to on time service and driver morale.

Vehicle Appearance

It is a fact that vehicles that are clean in appearance are usually well-maintained as well. Allied washes its collection vehicles weekly, utilizing biodegradable cleansing products, high and low pressure washers using a brush. Truck washings will comply with BMP's governing storm water management.

Safety Overview

Safety is Allied's highest priority. We've created a strict policy of safety protocols with supporting infrastructure, where employees are trained to think, choose, and work within a training framework designed for safety. Safety is our portal for the achievement of exceptional customer service, and is viewed as the responsibility of all employees. We take every step to ensure safety in our administrative offices, operations yards, on collection routes, and at our transfer/recycling facilities.



Our excellent safety record is achieved by the clear system of safety checks and balances we employ, our safety policies and procedures, and sound decision-making used when hiring, combined with the active retention of the very best employees.



New employees are required to attend and pass a new employee orientation/safety training class. In this class, company policies and standards are fully explained. These include: Allied/Republic's alcohol and drug-free workplace; DOT requirements; personal protective equipment standards; operation and care of equipment; injury and accident reporting procedures; hazardous communications procedures; spill prevention and contamination training; collection service standards; recycling and waste contamination communication procedures, service reporting and paperwork procedures.

New drivers typically receive four weeks of training prior to being allowed to operate a vehicle without on board supervision. This training is conducted by a full time Driver Safety Trainer employed by the Northern California Area office in Richmond.

Primary Safety Initiatives

10-Key Safety Audit

The 10-Key Safety Audit is one of the Allied's primary safety tools. It is used to measure the culture within Allied divisions through the thorough examination of 10 key areas related to management's effectiveness in leading their team's safety attitude.

The ten key areas are:

- General Manager Management
- General Manager Involvement
- Hiring
- Vehicle Specifications
- Hours of Service
- Safe Actions for Excellence (Republic's general safety handbook)
- Preventive Maintenance
- Employee Recognition and Discipline
- Allied Standards and Policies
- Claims Management

Under each of the above key areas, there are sub-topics that drill down to the core of the safety culture. Audits are performed by our regional safety staff, and take over three days to complete. The process includes: employee interviews and observations; record and program reviews; equipment and facility inspections; and process reviews with the leadership team. Upon completion of the audit a closing conference is conducted with the local leadership team as well as regional and corporate safety personnel. The leadership team receives a verbal and written report on each item listed, along with recommendations and action items for future growth. The final report is made available to leadership at all levels through an on-line reporting system.



School Safety Program

This is an educational safety curriculum for schools featuring Garbage Gus. It is Allied's goal to ensure that children understand the hazards surrounding large trucks to create enhanced safety for them. This program includes activities, DVD video, sing-a-long music video, posters, comic books, and coloring books. High visibility safety vests are supplied to school crossing guards. Materials are currently made available in English and Spanish.

Weekly Safety Conference Call

Safety topics including local safety-related experiences are discussed for learning purposes.

Daily Route Observations

Field supervisors ensure services are delivered in a safe manner and take the opportunity to counsel and interact with drivers on a regular basis through.

Monthly Safety Alerts

Allied's regional and corporate headquarters safety departments send out alerts on various safety topics and safety related experience across the country that to bring awareness and education to Republic's employees.

Not on My Watch

This is a training video conveying our employees' responsibility to take personal ownership in safety.



Focus-Six Program

This innovative program is designed to bring our drivers' attention to the six types of accidents that cause the greatest human tragedy and most disruption to operations. These six categories are 1) Intersections; 2) Employees; 3) Rear Collisions; 4) Rollovers; 5) Pedestrians; and 6) Backings. Also included are DVDs, posters and discussion points for training.

Weekly Safety Tool Box

Allied has a tremendous on-line safety program for managers to access. One of the outstanding features of this resource is its comprehensive list of topics for weekly safety meetings. For each of the dozens of topics listed is a detailed initiative to guide the presentation of the topic to workers.

Dedicated to Safety - Employee Safety Award Program

This is a safety incentive program designed to motivate employees to achieve greater levels of safety through monthly and annual awards. This program has proven effective in keeping employees focused on safety and reducing accidents. Employees enrolled in the program receive vouchers each month if they have not had one of the following: a preventable accident; a lost-time injury; or a safety-related corrective action.

Voucher values range from \$25 to \$75 or more and can be redeemed on-line for merchandise that can be used for themselves or as gifts for family or friends. Allied employees have redeemed vouchers for refrigerators, television sets, sports equipment and even jewelry for their spouses. This program generates excitement among employees and encourages them to take the extra time to make the best decision: one that will allow them to complete their day, month, and even career, accident and injury free.





Additional Driver Requirements

Driver Appearance and Compliance with All Applicable Rules, Regulations and Policies

Allied drivers will wear identification and a clean uniform each day. Drivers will at all times have on their person a valid California Driver License and medical card. Medical cards are good for two years and dictate that drivers must have passed a physical examination to obtain one. Drivers will behave responsibly and professionally, and will comply with all applicable Federal, State and Local regulations and laws governing any and all aspects of their work for Republic.

Zero Tolerance Safety Guidelines

These guidelines list unsafe practices that will absolutely not be tolerated at Allied. An example of such an unsafe practice is "Refusal or failure to use appropriate personal protective equipment." We believe that setting expectations high and clearly stating behaviors and incidents that will trigger disciplinary action at the inception of an individual's employment creates the best work force possible.

Progressive Discipline Policy

Allied strongly believes in developing and mentoring its employees. When it is necessary to administer corrective action, every effort is made to correct the behavior by coaching and/or retraining the employee as prescribed by the Collective Bargaining Agreement. Progressive discipline is used only when the behavior has not been corrected through coaching efforts. Progressive discipline is administered as follows:

- 1st Offense: Verbal Warning
- 2nd Offense: Written Warning
- 3rd Offense: 2nd Written Warning with Suspension
- 4th Offense: Discharge of Employment

Employees may be immediately discharged on grounds of dishonesty; recklessness; gross negligence; misrepresentation related to sick leave; failure to report an accident or injury; gross insubordination; abuse of customers or other persons; possession of firearms; criminal conduct; violation of Allied's Alcohol and Drug-Free Workplace and Substance Abuse policy; and/or if the removal of an employee is demanded by a municipality or government body. In the case of a safety violation or any accident, the 1st Offense step (verbal warning) is always skipped and a written warning is issued immediately.

Alcohol and Drug Testing

Alcohol and drug testing are performed per the State Department of Transportation's testing procedures under the following circumstances:

- Pre-Employment
- Post-Accident
- Random
- Reasonable Suspicion
- Return-to-Work



Other Driver Requirements

In addition to the above, Allied drivers must also:

- Pass a road test.
- Attend an orientation program that includes extensive management observation and coaching of driving skills.
- Review a copy of Republic's "SAFE - Safe Actions For Excellence" and Employee handbooks.
- Participate in the Driver's Alert 24-Hour Vehicle Monitoring Safety Management System. Each collection vehicle is identified with the Driver's Alert telephone number, where concerns and compliments can be registered and forwarded to the appropriate Republic division. Individual divisions have 24 hours in which to respond to negative remarks and observations.
- Receive bi-annual training in the National Safety Council's Defensive Driving Course for the Professional Truck Driver.
- Attend required monthly safety meetings.
- Attend monthly tailgate meetings to receive defensive driving/space cushion instructions developed by the Smith System.

Additionally, Allied has created a continuous improvement model for its collection personnel, under which each month an incident/accident report is generated and used to identify any issues that compromise safety or the provision of exceptional customer service.

Allied drivers and other personnel are required to be current on our Policies and Procedures. On-line education and testing is available to ensure that knowledge of policies and procedures is kept at the most current level.



Commercial Bins

Allied takes pride in the vehicles we place on the street, from both a safety and quality standpoint. The containers we provide for customer use are viewed in the same way – Allied is committed to delivering only the best and most durable equipment. Therefore, multi-family dwelling (MFD) and commercial customers will be provided with metal container bins made by Wastequip, one of Allied's reliable national suppliers. The bins are designed for compatibility with our FEL

vehicles and come in a range of sizes, from 1-6 and 8 cubic yards. Most bins also have four heavy-duty wheels, are easily maneuverable into position and have plastic lids. Our containers have been proven the most durable in what is typically the most punishing segment of a collection program. The average life span of these containers is typically 10 years. Container colors are green for recycling and blue for organic material.

Allied anticipates purchasing 300 bins at the following approximate costs:

1 CY Container	\$482.67
1.5 CY Container	\$503.01
2 CY Container	\$523.34
3 CY Container	\$561.41
4 CY Container	\$638.35
6 CY Container	\$872.75
8 CY Container	\$1,163.67



Single-Family Dwelling Recycling Collection

Allied intends to service all single-family carts using an automated side loader (ASL) truck. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe, and environmentally responsible curbside automated collection services. The ASL is currently being used successfully for collection of residential material.



Allied's Clovis Recycling Drivers

The ASL cart collection methodology is fast and efficient and requires approximately 8 seconds to complete the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop. The curbside collection process is as follows:

1. Driver pulls up to the curb.
2. Driver activates a toggle switch to extend the automated arm to the curbside container.
3. Driver activates another toggle switch to position the arm-grabbing mechanism and takes hold of the container.
4. Driver operates the arm and brings the container to the body of the collection vehicle
5. Driver operates the arm to activate the vertical lift that dumps the contents of the container into the hopper. The vertical lift reverses and brings the container back to the operating surface.
6. Driver operates the arm, grabs the container, and returns it to its original location at the curb.
7. The hydraulic mechanism within the body of the vehicle automatically compacts the load within the truck body.



At each stop, our driver will also make sure that the following procedures are followed:

1. Cart container is returned to the curb in an upright position.
2. Lid on cart container is closed.
3. Any spillage is picked up and deposited in the collection vehicle.
4. Report any service issues, i.e., damaged containers; carts not out; over loaded cart.





Commercial Recycling Collection Services

Allied will offer container collection services for commercial recycling customers depending on the customer's specific needs. Service will be provided using a FEL collection truck manned by one driver and will be given a choice of subscription service levels: Customers may select 1-6 and 8 yard-capacity recycling bins and will be serviced at least once per week and up to six times per week depending on service needs.

The collection methodology for commercial bin customers for recycling is intended to efficiently collect bin contents with as few driver steps as possible, while ensuring customer safety, efficiency and limited spillage. Using a front-end load collection vehicle, Allied's bin collection process is as follows:

1. Driver arrives at address.
2. Bin is located so the driver can approach the bin and begin the lifting process. If necessary, the driver will exit the vehicle, unlock/open a gate, and position the bin for lifting.
3. Once the bin is properly and safely positioned for lifting, the driver moves the vehicle into position, maneuvers the forks into the bin slots, lifts the bin automatically, and deposits the contents of the bin into the body of the truck.
4. Driver controls the forks to slowly lower the bin back to its standing position.
5. When the bin has been properly emptied, the driver either leaves the location or exits the vehicle to physically move the bin back into its proper area and, if applicable, closes and relocks the gate.

Our drivers ensure the lid of the bin is closed before leaving the area and will clean up any litter as a result of the collection activity. Our operations team will factor in different collection methods at each stop to accommodate various service requirements.



Multi-Family Dwelling Recycling Collection Service

In Allied's experience, serving MFDs in Clovis demands an innovative combination of programs and services. Therefore, we offer an array container sizes to customize service to different sizes and needs of MFDs. We anticipate the utilization of vehicles as described in the Commercial Collection Section as multi-family customers are integrated into commercial routes.

Allied may integrate MFD cart collection onto existing residential collection routes (Please refer to the curbside collection process as outlined above for single-family collection). In all cases, Allied will continue to identify the correct equipment to service multi-family complexes based on individual location and unique characteristics. If the complex requests bin service, they will be offered 1-6 and 8 yard capacity recycling bins.

Allied will service multi-family carts and bins at least once per week, and up to six times per week, depending upon customer requirements. MFDs

that have collection issues such as narrow streets, traffic blockages and alleyways, may require the use of a rear-load vehicle. In all cases, our drivers are familiar with these areas but are also trained to ensure the utmost in personal safety and property protection, including awareness of traffic stops, distance to parked cars and other objects, overhead power lines, low-hanging trees, and undulated street surfaces. Allied drivers take these factors into consideration to ensure the most efficient and safe operations in multi-family complexes and surrounding neighborhoods.

Allied will continue to utilize the same equipment and methodology used in single-family cart collection when servicing MFD cart customers. The same equipment and methodology will be implemented as with commercial bin collection when servicing MFD bin customers since these customers are integrated into commercial routes.



Additional Residential Recycling Services

Used Motor Oil and Used Motor Oil Filter Recycling Collection

USED OIL FILTER BAG

IMPORTANT

1. DRAIN OIL FROM FILTER AT LEAST 24 HOURS BEFORE PLACING FILTER IN BAG
2. WIPE EXCESS OIL OFF OUTSIDE OF FILTER BAG
3. SEAL BAG COMPLETELY

(ONE FILTER PER BAG)

CURBSIDE COLLECTION

Place up to 2 sealed filter bags on curbs in plain site near your blue recycling cart on green organic cart on your scheduled collection day. If recycling used oil, hang the oil filter bag on your oil jug using the pre-cut hole at the top of the bag. Republic drive will leave a replacement bag. (Driver carries a limited quantity of bags. If a replacement bag is not left at your curbside, please contact customer service at 510-657-3500 for delivery of a new oil kit)

Republic Services of Alameda County
42600 Boyce Road, Fremont, CA 94538
510-657-3500 | republicservicesAC.com



Allied has developed an environmentally responsible and efficient process for curbside collection of used motor oil and used motor oil filters. On regular recycling days, our drivers will pick up used motor oil and used filters that are placed in approved, sealed containers (e.g., milk carton or similar container). Customers may place up to two 1-gallon plastic jugs with screw-cap lids for used motor oil and 1-gallon plastic zip-lock-type bags for used oil filters at the curb per week on their collection day. Specific directions for proper containment of used motor oil and used motor oil filters will be provided to all single-family customers.

At the curbside point of collection, our drivers will exit the vehicle, pick up the used oil containers and deposit them into a special holding container on the body of the vehicle for emptying and recycling. The used oil filters will be deposited in a special holding container on the body of the vehicle for emptying and recycling.



Sharps Disposal by Mail

Allied is a full-service provider of sharps Mail-Back disposal systems. We provide a complete, safe, cost-effective, and convenient method for disposal of medical sharps. Customers simply visit www.republicsharps.com for ordering information. Postage will be paid for each customer once annually. Additional orders may be placed for a fee.

Kits include all components required for collection, transportation and disposal of medical sharps:

- Step-by-step instructions
- Pre-paid and pre-addresses return shipping labels
- Pre-paid disposal
- Tested for safety and Approved by the United States Postal Service for use in all 50 States

The following items are acceptable under Republic's program:

- Needles and syringes
- Razor blades
- Orthodontic wires
- Scalpel blades and lancets
- Glass pipettes, slides and tubes
- Broken, contaminated glass
- Staples and wires (cardio-catheter wires)
- Disposable suture sets and biopsy forceps
- Electrocautery tips



City Facility Recycling Collection

Allied will offer weekly recycling services for all City facilities based on need and have the options of receiving service up to five days per week. Customers will be provided with a 96-gallon blue recycling cart for collection or 1-3 cubic yard bins. In partnership with the City, Republic currently provides very successful commercial recycling collection and will continue to do so if awarded the franchise.

The same equipment and methodology will be implemented for commercial recycling cart and container collection previously described.



2.2 Recyclable Materials Processing

Allied anticipates collecting approximately 9,500 tons of recyclable materials from the City of Clovis on an annual basis.

The residential material, will be transferred through Allied's local Rice Road Recycling and Transfer facility, located at 10463 North Rice Road, Fresno, CA 93730 to the Newby Island Resource Recovery Park. The Rice Road facility is a wholly owned and operated subsidiary of Republic Services, Inc. and has been servicing the Clovis community since 1990, and is the current contractual transfer services provider for the City. The commercial material is processed at a local third party facility but we are currently evaluating whether this material will be processed at the Rice Road Transfer Station.



Rice Road is the product of a comprehensive process to install an environmentally sound, cost-effective facility to receive and transfer recycling and organic material and to contribute to the City's attainment of local and state recycling goals.

Our proposal describes the qualifications, experience and services the Rice Road Recycling and Transfer Station can provide Clovis as part of the fully integrated program Allied can provide.

Rice Road is a combination solid waste materials recovery facility and transfer station. The facility has three primary purposes. The first is to provide an ongoing waste unloading facility for the self-haul, franchised, and non-franchised solid wastes. The second is to provide a controlled place for (1) recovering materials contained in the vehicle loads, (2) to salvage useable resources, and (3) to achieve additional levels of landfill diversion in order to enable the communities to comply with the goals of the State AB 939 program. The third is to offer a cost effective means to consolidate and transfer residual waste materials to their final destination.

Facility operations include receiving and processing of solid waste, green materials, and wood wastes delivered by self-haulers, industrial debris boxes and commercial vehicles. Incoming vehicles enter the site and stop at the scalehouse. At the scalehouse, the attendant records the necessary vehicle information including origin of waste, vehicle type, and estimated volume of the load, payment information, and date and time of receipt. The attendant then directs the



vehicle driver to follow the traffic control signs to the appropriate waste and/or recyclable material receiving area. The approaching customer is directed by the site attendant to unload the material in the public/self-haul unloading area and exit. Materials that are market valuable are identified on the loading floor and segregated. These materials are consolidated and stored until they are ready to be taken to off-site secondary markets. Transfer trailers are loaded and used to remove the collected waste and recyclable material as needed throughout the operating day.

Rice Road is a fully-permitted facility capable of accepting and transferring all material collected from the City of Clovis to the intended processing location.



SOLID WASTE FACILITY PERMIT

Facility Number:
10-AA-0145

1. Name and Street Address of Facility:

Rice Road Recyclery and Transfer Station
10463 N. Rice Road
Fresno, CA 93730

2. Name and Mailing Address of Operator:

Allied Waste Transfer Services of
California, LLC
5501 N. Golden State Blvd
Fresno, CA 93722

3. Name and Mailing Address of Owner:

Allied Waste Transfer Services of
California, LLC
5501 N. Golden State Blvd
Fresno, CA 93722

4. Specifications:

- a. Permitted Operations: Solid Waste Disposal Site Transformation Facility
 Transfer/Processing Facility (MRF) Other: _____
 Composting Facility (Green Material)

b. Permitted Hours of Operation: (Receipt of Refuse/Waste) Monday - Saturday 7:00 AM to 4:30 PM

c. Permitted Maximum Tonnage: 400 Tons per Day

d. Permitted Traffic Volume: 183 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	14		14		
Design Capacity (cu. yds)					
Max. Elevation (Ft. MSL)					
Max. Depth (Ft. MSL)					
Estimated Closure Year					

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

David Pomaville
Director of Environmental Health
Department of Public Health
Environmental Health Division

Approving Officer Signature



6. Enforcement Agency Name and Address:

County of Fresno
Department of Public Health
Environmental Health Division
1221 Fulton Mall, Third Floor
Fresno, CA 93721

7. Date Received by CalRecycle:

11-9-1989

8. CalRecycle Concurrence Date:

1-25-1990

9. Permit Issued Date:

2-21-1990

10. Permit Review Due Date:

12-6-2017

11. Owner/Operator Transfer Date:



“The Newby Island Recyclery is considered the largest and most capable materials recovery facility in the world”



Recycling Processing Facility Information

Recyclable materials will be received and processed at Republic’s Newby Island Recyclery located at 1601 Dixon Landing Road in Milpitas, California located off Interstate 880 in San Jose. The facility is a wholly-owned and operated subsidiary of Republic Services, Inc.

For the first year of the Service Agreement, Allied will offer a rebate or credit to the rates (at City’s choosing) in the amount of \$20.00/ton on all source separated residential recyclable materials anticipated to be collected as part of the Franchise Agreement. This rebate reflects 18% of the November 2014 Low Side of the Official Board Market (OBM) Los Angeles Index for Mixed Paper (2) – Export to China (\$110 per ton for November 2014). During the process of establishing rates for Second Year of the Service Agreement and each successive year thereafter, the (\$20.00) rebate to the City or credit to the rates shall be adjusted, up or down, to reflect 18% of the monthly average for the most recently available trailing twelve month average values for this index.

Republic Service’s Newby Island Recyclery is considered the largest and most capable materials recovery facility in the world with the capability of processing 110 tons of multi-stream material per hour. This system marks a revolutionary shift in how materials are processed by diverting 80 percent of recoverable commercial material processed and 95 percent of recoverable residential material processed. As the City of Clovis’ current recycling processor, the diversion benefits of this Recyclery are already being recognized. By continuing to contract with Allied and taking advantage of all the Recyclery has to offer, the City will easily meet its state and City-wide environmental goals.

Single stream recycling facilities are common. There are even large systems that process a mix of commercial and residential waste. But no other facility processes this range of the waste stream at this rate of recovery. Allied is the ONLY company able to offer the City of Clovis this type of processing service. The uniqueness of our facility was acknowledged in July 2013 when the Solid Waste Association of North America (SWANA) recognized Republic with its prestigious Excellence Award for outstanding solid waste programs and facilities that advance the practice of environmentally and economically sound solid waste management through their commitment to utilizing effective technologies and processes in system design and operations.



Processing Methodology

To achieve **the highest and best use**, the Newby Island Recyclery processes recyclables to minimize contaminants shipped to the manufacturers of new products who buy our recovered materials. As one of the most advanced recycling facility in the world, Newby Island Recyclery has the ability to sort and recover a very high volume of materials. The process maximizes both the amount of material diverted from the landfill and the amount of recyclables available for our buyers. Additionally, Republic works with the buyers of our materials to make sure that they are receiving only the materials that they want.




Magic Sorting Table




Republic has historically been able to move recovered materials to buyers because of the rigorous methodology used to ensure the highest quality. Republic has a "Magic Sorting Table" where randomly selected loads are inspected before being processed. By carefully sorting these materials, we are able to ensure that our high standards are being met by our staff. This is exemplified by our ongoing use of the Magic Sorting Table to analyze material received, as well as our fully processed materials. We also sort materials bound for landfill to ensure that we are not losing valuable recyclables.



The following is a sample of our Testing Schedule and some of the Characterization Test forms used.



MATERIAL CHARACTERIZATION FORM



Material Origin (City, Line, Etc.): Truck #:
 Hauler: Tester:
 Date of Collection: Detail (Y/N): Yes
 Date of Characterization:
 BIN #:
 Gross Weight (lbs):
 Tare (empty) Weight (lbs):
 Net Weight (Gross-Tare):
 Check (sum of weights below):
 Check (Difference):

MATERIAL	#	WT.	%
FIBER	0	0.0	
OCC/Wrath			
ONP (Newspaper)			
Mixed Recyclable Paper			
Office Paper			
PLASTIC	0	0.0	
#1 PET Bottles/Jars			
#1 PET Bottles/Jars (Liquid Filled)			
#2 HDPE - Natural			
#2 HDPE - Natural (Liquid Filled)			
#2 HDPE - Color			
#2 HDPE - Color (Liquid Filled)			
Mixed Plastic (#3 - #7)			
Recoverable Film			
Mixed Rigid Plastic			
METAL	0	0.0	
Aluminum Cans			
Petrous/Bimetal Cans			
Scrap Metal			
GLASS	0	0.0	
Glass Bottles and Jars (all colors)			
Flat Glass			
Other Recoverable Glass			
OTHER RECOVERABLE MATERIAL	0	0.0	
Wood (clean)			
Rock/Concrete/Brick/Aggregate			
Electronics			
Notes/Comments:			

MATERIAL	#	WT.	%
RESIDUAL	0	0.0	
All Residue Combined			
DETAIL RESIDUE CHARACTERIZATION BELOW (If Needed)			
C&D MATERIAL (RESIDUE)	0	0.0	
Asphalt Shingles/Roofing			
Carpet & Carpet Padding			
Ceramics (SM PCS)			
Clean Gypsum Board/Sheetrock			
Other Rock/Soil/Fines			
Remainder/Composite C & D			
Treated/Painted Wood			
HAZARDOUS MATERIAL	0	0.0	
HHW			
Pharmaceuticals/Household Medical			
Other Remainder Composite HHW			
UNIVERSAL WASTE (RESIDUE)	0	0.0	
Compact Fluorescent Bulbs (CFLs)			
Fluorescent Tubes			
Car & Other Lead Acid Batteries			
ORGANIC MATERIALS (RESIDUE)	0	0.0	
Food Wastes			
Wet Mix			
Yard Waste (Leaves/Grass/Brush)			
Cooking Grease			
Remainder/Composite Organics			
OTHER MATERIALS - RESIDUE	0	0.0	
Ash			
Diapers/Sanitary Items			
Expanded Polystyrene			
Furniture			
Leather/Shoes			
Mattresses & Box Springs			
Missed Opportunity			
Mixed Residue/Trash			
Rubbers/Latex Gloves			
Textiles/Fabric/Clothing			
Tires			
Treated Medical Waste			

It is important to note that our Materials Marketing Group maintains alliances with a broad array of buyers so that in down commodity markets we are still able to move saleable product consistently. This should be an important consideration for the City when entering into a long term business arrangement. Several smaller processors were unable to move product during the severe downturn in 2008 and were forced to dispose of collected and processed recyclables as well as not stand up to the contractual commitments that had been made in terms of rebates and diversion goals.



Method of Tracking Tonnage - Receipt, Inspection, Weighing, and Reporting



Each jurisdiction is assigned a separate account in Republic's scale system. All inbound and outbound materials will be weighed in at the Recyclery scales and load data will be recorded in a TRUX database program. The TRUX system has been specifically designed for use by recycling operations and allows for the recording and reporting on all material flows. Inbound materials are recorded by weight, truck number, date, time, material type and city of origin. Republic has the capability to provide reports to Clovis detailing all diversion information that may be required by CalRecycle.



Other Features of the Recyclery Facility Site Operations

Considered the world's largest multi-material processing system, the Recyclery, owned and operated by Republic Services, Inc. in San Jose, began operations in July 2012 as the first of its kind: a single material recovery facility built to accept four unique material streams to produce a significant list of recovered commodities at a rate never before achieved. Capable of handling a total of 420,000 tons of food, single-stream recyclables and commercial waste each year and processing up to 110 tons of multi-stream material per hour, makes it the largest (by volume) and most capable materials recovery facility in the world.



Because of the unparalleled ability of the Recyclery, the City of San Jose reported in March 2013 that its commercial recovery rate tripled just a few months after the opening of the facility, from less than 25 percent to 75 percent. Due to the unique Wet/Dry processing system, Republic

is able to guarantee every customer that participates in Wet/Dry collection automatic compliance with California Assembly Bill 341 (requiring mandatory recycling for businesses and multi-family dwellings). All Wet/Dry material collected is delivered to the Recyclery for processing with very little residue actually being disposed of in the landfill.

At the crux of the system are four custom designed lines, able to handle four material streams simultaneously. In addition to the 33-tons per hour (tph) residential single-stream line, there are three commercial lines: a 20-tph wet line for food and organics, a 35-tph dry waste line, and a 22-tph commercial single-stream line. The system processes



single-stream material and all types of commercial waste, including demolition debris, paper, metals, cardboard, wood, film, rigid plastics, carpet, aggregates, wall board and other materials that might traditionally be discarded.

The commercial wet line is designed to process food waste from all restaurants, groceries and other commercial outlets, a task performed in few other communities. Recovered organics can be transformed into feedstock for a conventional windrow composting.

Innovative design was the key to fitting the system into the Recyclery's existing footprint of 80,000 square feet. The new system provides for twice as much equipment as previously housed in the same building, doubled the size of the tipping floor, and tripled the amount of processing capacity.

Further modifications include the addition and integration of a new state-of-the-art container processing system capable of handling inputs from all other processing lines simultaneously. Engineering, manufacturing and installation of the massive system was completed in less than a year, thanks to modular equipment design comprising more than 60 pieces of major equipment, an impressive 307 motors, more than a mile and a half's worth of conveyors and some 60,000 bolts. The modifications to the system were made to accommodate a new traffic flow and an increased processing area inside the building.

The design's key elements were the replacement of the commercial processing line with a state-of-the-art "dry" processing line, the addition of a "wet/food processing" line and the addition of several "front-end" modifications to the single-stream residential processing line to allow for the processing of commercial recyclables as a back-up to the new dry line.

Based on industry review, Republic is the only company currently capable of providing this level of material recovery. The Recyclery has garnered attention from municipalities nationwide - including a visit from the City of Clovis - many of whom have traveled to tour the facility and bring the innovative processing ideas back to their own cities and their collection and processing providers. The facility has even received international attention - many international delegations have visited our facility.

We also continue to seek new markets for materials that can be recovered. Republic's National Materials Marketing Group works to identify markets and processes that will recover more materials and achieve the best re-use of those



materials. Installation of a polystyrene densifier is another key example of this strategy. The operation of the densifier allows Republic to process and recycle expanded polystyrene, a bulky lightweight material with limited recycling capabilities which often ends up in the landfills.

Even though several communities have passed ordinances banning the use of expanded polystyrene for food service take-out, expanded polystyrene still has many packaging applications, and it is collected in commercial waste and recycling streams. Republic has identified two firms that will accept the densified polystyrene and use this material to create picture frames, decorative moldings used in home construction and various other products.

The design of the equipment package was based on the requirement to achieve an 80 percent diversion rate by 2014. During the proposal process, waste audits of businesses published by Cascadia Consulting were used to make assumptions on the material composition in the City of San Jose and to estimate the production capacity that would be needed on each processing line. Due to the relatively short window of time to implement the site and equipment improvements, an expansion of the existing 80,000 square foot building was not possible, so the design team had to maximize the cubic space available in the building. This concept of maximizing the cube can be seen in the multi-level layout throughout the system.

The design team created a system built to capture residue and optimize recovery for the four distinct material streams and also maximized tip floor space by utilizing two CAT 318 Material Handlers to feed the four system in-feeds. With minor adjustments since July 2012, the system has effectively returned a 75 percent recovery rate for commercial materials and a 95 percent recovery rate for residential materials.

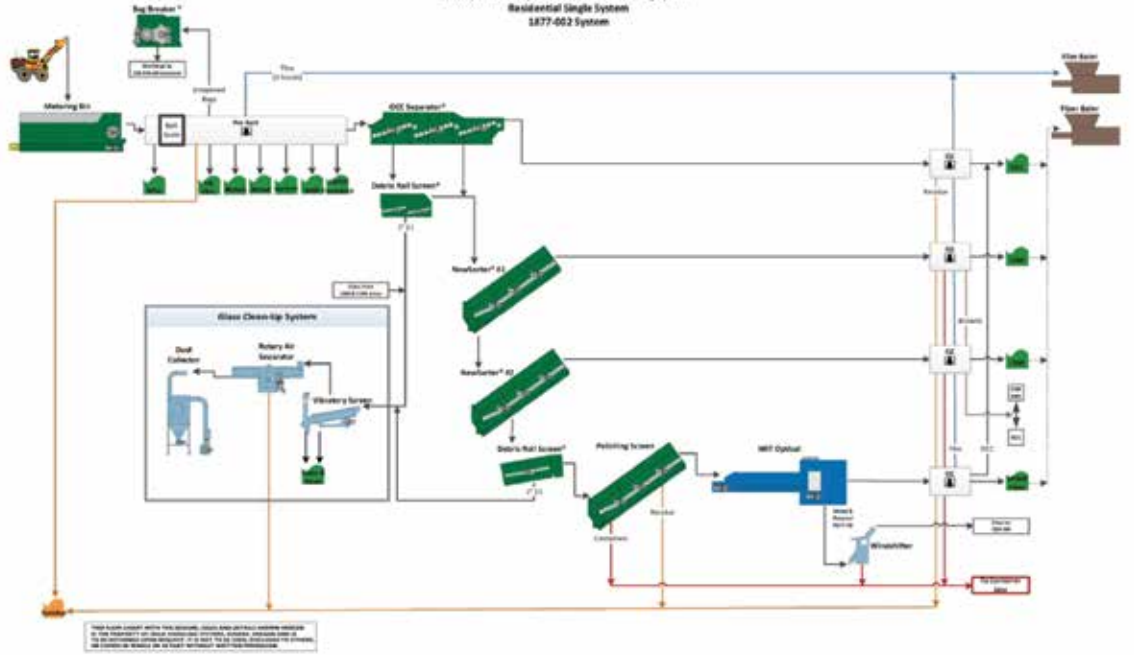
This system completely eliminates much if not all of the upfront work required through traditional commercial recycling programs. That is, the system is capable of taking mixed waste in the form that it exists in trash containers today and achieves an extremely high level of diversion without the need for customer education and action on the front end. While traditional programs that require this type of involvement from the customer struggle to improve diversion to any great extent, the Newby Island Recyclery Mixed Waste Processing system achieves the end result initially and will be durable over time as well. This system can handle mixed commercial wet and dry waste as well as material collected through a one-container collection program.

The following schematics detail each of the fiber processing and container lines which are described as follows. Sorting and recovery equipment of interest to the City for processing of its residential commingled recyclables include:

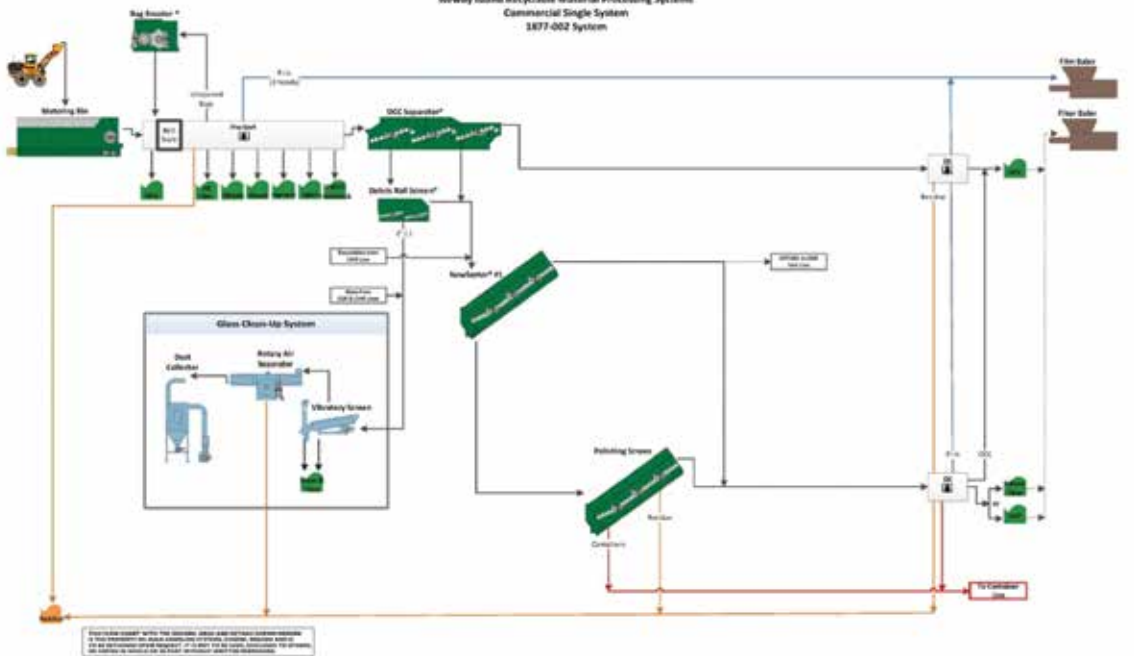
- Metering bins on lines to provide a steady flow of materials to the system for maximum recovery;
- Belt scales to monitor and record inbound volumes to the line in the system;
- Bag Breaker unit to open bagged materials to improve recovery;
- OCC Separators to recover large cardboard;
- Debris Roll Screens to recover glad and fines from materials stream;
- NewSorter Screens to recover ONP fiber;
- Polishing Screens to recover mixed fiber;
- Automated walking floors to store and feed fiber products to the balers;
- Single Drum Separators to separate material streams based on density and improved capacity;
- NRD Optical technology to recover PET, HDPE, Mixed Plastics;
- Automated container storage bins to feed recovered containers to the balers;
- Eddy Current Separators to recover Aluminum;
- Ferrous magnets to recover Ferrous metals;
- Glass clean up system to improve quality of recovered glass;
- Four balers to bale all fiber, containers, film and other outbound commodities.

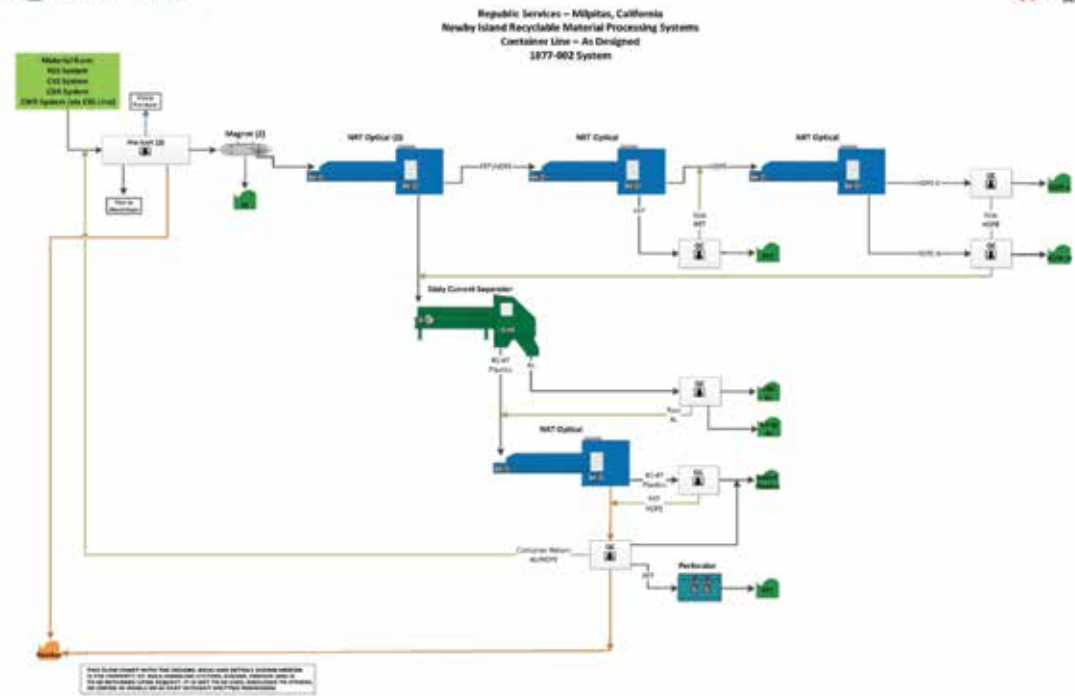


Republic Services – Milpitas, California
 Newby Island Recyclable Material Processing Systems
 Residential Single System
 1877-002 System



Republic Services – Milpitas, California
 Newby Island Recyclable Material Processing Systems
 Commercial Single System
 1877-002 System





Processing Services

Processing Throughput

The annual processing capacities by material type are:

- Total annual permitted Recyclery tonnage is 584,000 tons for all processing lines combined (1,600 tons per day, seven days per week)
- Total annual permitted composting tonnage is 160,680 tons.
- Wet pre-processing capacity is 182,500 tons annually
- Single-stream processing system capacity is 185,000 tons annually
- Commercial dry material processing capacity is 142,000 tons annually
- The combined capacity of all processing lines is projected as 603,000 tons annually (1668 tons daily processing capacity)

Projected average daily tonnage for Recyclery is 990 tons per day. Available capacity per day is 610 tons.

The Newby Island Recyclery has the necessary capacity to guaranty capacity to process all single-stream recyclable materials delivered from the City of Clovis throughout the Agreement term. This guarantee is easily made as Allied is the City of Clovis's current recycling processor and is familiar with its processing needs.

Diversion Activities for Recycling Processing and Marketing

Commingled Residential and Commercial Recyclables & Source Separated Cardboard

As one of the nation's premier recycling companies, Republic has taken our commitment to environmental sustainability to the next level at the Newby Island Recyclery with new state-of-the-art enhancements and modernization project. This system marks a revolutionary shift in how materials are processed and is anticipated to divert 95 percent of recoverable residential material processed and 80 percent of recoverable commercial material processed. Allied is the ONLY company able to offer Clovis this service.



Due to the unique processing system and Republic's ability to market high volumes of recyclable material, we are capable of offering collection and sorting of numerous single stream materials.

Republic successfully offers expanded single stream materials processing in the communities of Milpitas, San Jose, Union City, Fremont, Newark, Daly City, Half Moon Bay, cities within Contra Costa County, Fresno, Clovis, Los Banos and many others in Northern California.



Permits and Regulatory Compliance

Allied strongly supports and advocates the five R's of Sustainability: Reduce, Reuse, Recycle, Renew, and Responsibility. The five R's of Sustainability are not mere slogans, but rather they reflect Allied's values and the continued commitment to sustainability. Allied understands that the sustainability of the environment depends on how well it protects and preserves natural resources and educate current and future generations on environmental compliance. In fact, Republic's sustainability program centers on the theme of "Protecting Today's Environment for a Better Tomorrow." This message is important to the quality of life and regional prosperity in the communities it serves and why compliance is so important to us.

The Recyclery's Solid Waste Facility Permit (SWIS No. 43-AN-0014) allows for Material Recovery, Transfer Station, and Processing Facility operations. The facility is permitted to operate 24 hours per day and 7 days per week and can accept up to 1600 tons per day. Ample capacity exists to process all materials received at the facility from the City. The facility has monthly inspections performed by the LEA and has never received a notice of violation.

Regulatory Agency Contact:

Ed Schreiner, CGBP
Environmental Inspector II
Code Enforcement, LEA
City of San Jose
200 E Santa Clara Street, Floor T3
San Jose, CA 95113
(408)535-7601 office, (408)888-7100 mobile
Edward.Schreiner@sanjoseca.gov



Accepted Material

The list of acceptable and non-acceptable recyclable materials collected from the City that will be processed are provided below. The accepted materials list includes all items noted in the Draft Agreement in addition to many others.

ACCEPTED RECYCLABLE MATERIALS

- Clean paper (including newspapers & mixed papers)
- Cardboard & chipboard
- Paper milk cartons
- Glass bottles & jars
- Rigid plastics
- Aluminum & scrap metals
- Steel, tin & bi-metal cans
- Aseptic beverage boxes

Republic Services will also process several material types not normally recovered, including:

- Clean Expanded Polystyrene block packing materials
- PLA bioplastic bottles
- Plastic bags & film
- Black plastic
- All other materials for which a viable market can be found

RECYCLABLE MATERIALS NOT ACCEPTED

- Solid waste
- Food waste & food soiled paper
- Treated wood
- Pallets
- Landscape waste
- Restroom waste
- Hazardous or medical waste
- Construction debris
- Concrete, dirt & asphalt



As part of our commitment to design and operate organics programs we work closely with the City of Clovis to monitor the characteristics of the materials and identify opportunities to increase diversion. Allied is committed to keeping contamination in recyclables at the absolutely lowest level possible. The local management team will collaborate with the city staff to develop proactive public education programs to ensure the lowest level of contamination and the highest levels of diversion.

Working with individual customer to reduce contamination in the materials set out for collection is the one of the keys to collecting clean loads. Allied believes the success of its recycling program is due to consistent interaction with the individual customer. Customer education and Allied's involvement is vital in meeting and exceeding diversion requirements and establishing solid sustainability practices. By ensuring customers receive appropriate and easily accessible educational material we are able to deliver clean material to the Newby Island Resource Recovery Park for processing.

There will be periodic and random cart and bin checks by our in-field supervisors to help identify contamination prior to collection



2.3 Recyclable Material Marketing Plan

Republic works with local and global partners to market the recovered materials for use in making new products.

While we do this as an independent, local business, the Recyclery is a key member of Republic's National Materials Marketing Group. The Group shares best practices to ensure that all the recycling facilities, materials recovery facilities (MRF), transfer stations and other members take advantage of our collective knowledge to optimize processes and maximize recovered material quality and value. Republic is recognized and valued as a leader in the environmental industry and with the quality controls in place, weighing and tracking systems, Clovis can rest assured that recyclable material delivered to the Newby Island Resource Recovery Park is never landfilled.

Newby Island's rigorous quality control and monitoring of incoming and outgoing materials, combined with the strength of the national group, ensures that the impact of market fluctuations is minimized. The Recyclery is able to market its high quality product throughout market downturns, which makes the need for emergency storage unnecessary, although a contingency plan is always in place.



Materials Marketing Group

Republic's Materials Marketing Group, a regional staff positioned throughout the country, is a group of highly experienced professionals who provide individual processing facilities, landfills, and transfer stations with assistance in the identification of material recovery opportunities and the best markets and marketing opportunities for those materials.

The regional focus is invaluable in identifying local markets for as many materials as possible and takes advantage of preferable spot market opportunities. The result of this approach is that Republic markets materials to 150 domestic and international mills.



Commodity Customers

Republic's commodity customers for recyclables include:

- America Chung Nam
- Potential Industries
- Yao Yang Enterprises
- Ralison International
- Pacific/West Recycling
- Belmont Fibers
- Strategic Materials
- Longview Fiber
- Recycled Fibers
- Anheuser-Busch Recycling
- Sims Metals
- Schnitzer Steel

Republic has established and maintains relationships with all of the major consumers of recyclable commodities. Volumes are offered monthly and prices are evaluated continually to assure maximum value and consistent demand for our products. The Recyclery performs ongoing audits (via our Magic Sorting Table) of incoming and outgoing materials to ensure the highest quality of outgoing commodities at all times.

Marketing Strategy

Republic does not engage in "stockpiling" for the purpose of seeking a potential price windfall. Republic's strategy is to process the inbound material as efficiently and timely as possible. Our strategy has proven to be the best long-term method to ensure the management of material flow and revenue optimization. The tactics to achieve this strategy include:

- Evaluating changes in composition to maximize "upgrading" of material and removing materials that cause the value to be "downgraded."
- Choosing the optimum composition of outbound commodities to assure the highest net market value and by selling mixed materials (like "Other rigid plastics").
- Continually re-evaluating markets to assure an optimal product fit as quantities and composition changes.
- Investing in upgraded equipment and changing processes to minimize waste.



Market Experience

Republic has long recognized the importance of having stable and reliable markets for recyclables in order to complete the recycling cycle. When recycling in California expanded as a result of AB 939, most of the markets for recovered materials were located in the United States. With increasing globalization, and the world-wide fiber shortage, the markets for recovered materials have shifted to Asia and Pacific Rim Countries. The complexity of selling and transporting materials around the world requires significant experience, expertise and resources.

The most recent price and demand decline for commodities started in late September 2008 and restricted movement through Q4 2008 and Q1 of 2009. Many processors were forced to store material and deal with the resulting double-handling (emergency storage) and even disposal of some product due to the inability to move material at any price. The Recyclery was able to sell our high quality product throughout the market downturn, which made the need for emergency storage unnecessary, even though a contingency plan was in place. Further, during this time, the Recyclery was able to help other Republic collection companies meet their obligations by processing material that had been going to third party processors who were unable to process the material.

The reasons the Recyclery and Republic were not severely affected by the market failure include:

- **Process Management** – Republic conducts frequent sampling and characterizations of both inbound and outbound materials to ensure consistency of product and maintain a reputation of excellence in quality control;
- **Market Influence** – Republic is, by any standard, a large player in the market which creates certain preferential benefits;
- Republic markets the material from 140 different facilities across the country;
- The Republic Material Marketing Group sold over 2,000,000 tons of recyclable materials in 2013; and
- **Long-Term Relationships** – Republic has on-going relationships with all of the large consumers of recyclable commodities and several include a guaranteed minimum (floor) price.

Republic has historically been able to complete the resource cycle by moving recovered materials to buyers and mills, even in those periods where market demand and recycled goods pricing fluctuated dramatically. In the unlikely event that buyers or outlets for recovered materials could not be found, storage space adequate to meet the recycling needs of the City is available at the Recyclery and Republic's seven other major facilities in the Bay Area.



Market Optimization

Republic recognizes that recyclables markets are increasingly global and beyond our control. We are therefore always seeking to expand local markets for material sales. With the assistance of our national Materials Marketing Group, we will seek to optimize the following objectives:

- Obtain Maximum Value for our Materials
- Assure Reliable and Consistent Sales of Materials
- Minimize Our Carbon Footprint Impact by:
 - Seeking to replace lost domestic fiber markets by offering a price preference to local consumers
 - Working with local market development representatives to encourage local consumption.

Recyclable Material Commodity Price Documentation

The Recyclery at Newby Island Monthly Average Price by Commodity Type

Commodity Type	2013	2013	2014	2014	2014	2014
	Nov	Dec	Jan	Feb	March	April
Fiber - Mixed Paper	\$124.08	\$115.14	\$117.19	\$117.77	\$118.95	\$119.97
Fiber - OCC	\$180.81	\$164.80	\$176.15	\$183.35	\$176.90	\$159.37
Fiber - ONP	\$124.08	\$123.44	\$121.82	\$120.79	\$126.18	\$126.89
Glass	\$(11.29)	\$(13.55)	\$(13.09)	\$(13.84)	\$(11.86)	\$(14.46)
Metal - Aluminum Cans	\$1,665.65	\$1,286.45	\$1,401.27	\$1,440.07	\$1,480.00	\$1,569.76
Metal - Scrap	\$123.09	\$121.72	\$136.74	\$142.44	\$125.34	\$125.29
Metal - Steel/Tin/Bi-metal Cans	\$185.00	\$185.00	\$183.67	\$165.00	\$155.76	\$165.00
Plastic - #1 PET	\$401.07	\$398.01	\$408.03	\$405.83	\$387.44	\$371.51
Plastic - #2 HDPE Natural	\$610.34	\$630.00	\$629.89	\$678.89	\$733.32	\$786.12
Plastic - #2 HDPE Pigmented	\$440.12	\$480.94	\$501.43	\$528.38	\$560.00	\$489.40
Plastic - #3-#7 Mixed	\$87.49	\$30.00	\$38.17	\$112.23	\$111.21	\$157.80
Plastic - LDPE Film	\$15.00	\$-	\$-	\$50.00	\$35.00	\$60.00
Plastic - Mixed Rigid	\$198.14	\$200.00	\$221.21	\$234.02	\$232.37	\$224.96

Commodity Type	2014	2014	2014	2014	2014	2014
	May	June	July	Aug	Sept	Oct
Fiber - Mixed Paper	\$121.75	\$118.96	\$120.92	\$118.12	\$109.16	\$106.00
Fiber - OCC	\$161.01	\$156.89	\$163.42	\$158.26	\$150.83	\$154.33
Fiber - ONP	\$127.16	\$125.45	\$125.27	\$122.75	\$117.48	\$117.00
Glass	\$(16.00)	\$(16.00)	\$(16.00)	\$(16.00)	\$(16.00)	\$(16.00)
Metal - Aluminum Cans	\$1,458.14	\$1,489.14	\$1,562.75	\$1,487.06	\$1,590.42	\$1,627.92
Metal - Scrap	\$125.46	\$120.26	\$105.47	\$101.39	\$100.58	\$62.02
Metal - Steel/Tin/Bi-metal Cans	\$165.00	\$160.00	\$160.00	\$155.00	\$155.00	\$135.00
Plastic - #1 PET	\$371.67	\$378.38	\$399.90	\$402.12	\$404.92	\$413.35
Plastic - #2 HDPE Natural	\$842.38	\$903.67	\$948.97	\$976.25	\$945.24	\$874.47
Plastic - #2 HDPE Pigmented	\$494.94	\$551.58	\$564.29	\$524.95	\$578.92	\$610.00
Plastic - #3-#7 Mixed	\$132.30	\$151.08	\$170.67	\$170.00	\$165.17	\$170.62
Plastic - LDPE Film	\$-	\$65.00	\$-	\$-	\$-	\$-
Plastic - Mixed Rigid	\$230.02	\$246.36	\$274.97	\$279.73	\$288.41	\$290.00



Operation Green Fence

China's implementation of the Green Fence policy has placed additional pressure across the recycle processing industry, and Newby Island Recyclery was no exception. Fortunately, the Recyclery's new equipment package allows the operation to easily adapt to changes in quality standards. Notably, the paper screens in the facility are all 132 inches wide which provides ample surface area to achieve significant separation of paper. Even with an exceptional sorting system, we've performed the following to consistently meet the quality standards:

- Added seven additional sorters per shift;
- Implemented a quality control protocol;
- Monitor and adjust system infeed rates based on quality of material feeding into the system; and
- Increased the number of buyers and geographic regions that they represent.

During the China's implementation of the Green Fence policy, Republic did not have any loads rejected by Chinese customs and is comfortable that the operation has the processes in place to meet future quality standards.



Contingency Plan

No other company can match Allied's local resources and infrastructure to meet all the City's needs throughout the life of the contract. If for some reason, the Newby Island Recyclery is temporarily unable to accept material from the City, Allied will process recyclables through its West County Resource Recovery Facility located in Richmond, California.

Proximity to the Port of Oakland

It is worth noting that recyclable material collected within the Fresno service area generally is transported to the Port of Oakland by all of the processors in the market. The Newby Island Recyclery is located on the way to the Port of Oakland and therefore is in line with material transportation lanes that would otherwise be utilized for movement of finished product sales. Our company has extensive experience and in interacting with the Port and the myriad of transportation and logistical hurdles processors encounter in moving material through this venue.

We have reviewed the potential for re-opening our MRF processing operations at Rice Road and simply shipping processed material from that location. Taking into account the state of the art processing equipment at Newby Island and the points noted in the prior paragraph relative to use of transportation lanes, we believe that use of the Newby Island facility for processing City of Clovis residential recyclables represents the most cost effective and efficient means of gaining the highest level of diversion and managing the City's recyclables. Rice Road may be used for processing of commercial recyclables. This evaluation is underway.



2.4 Organic Materials Collection

Single-Family Dwelling Weekly Organics Collection

Allied successfully implemented Clovis' single-family organics collection program in June 2013, an important step toward increasing diversion in the residential sector. This was done on our own, was not part of any contractual requirement and performed in an effort to assist the City in achieving their diversion goals by proactively working with the City. In order to maximize resident participation and material diversion, we have found it is essential to implement an efficient and carefully executed approach that focuses on educating residents and providing them with the tools and resources to ensure a successful collection program.



Allied proposes continuation of a comprehensive commingled organics program that includes food scraps and food soiled paper to the existing green waste program for single-family customers. Commingled systems, which collect all organics, maximize diversion and efficiently collect these materials using a single container, unified collection infrastructure, and integrated processing. Allied proposes to collect clean green waste, all food scraps and food soiled papers that are placed in a single cart.

Food scraps may be simply added to the green waste in these containers or bagged. All organic materials will be sent to our Rice Road facility and routed for processing to Kochergen Farms Composting, a trusted Allied partner.

Allied will offer all residential customers weekly automated collection of organic materials including food scraps and will be serviced with the same equipment and manner as residential recycling carts. Currently residents to not utilize food waste pails as part of the program but a container can be made available upon request to individual residents. All

residents will receive outreach materials describing how to participate in the program and the materials will highlight specific materials accepted in the program, including food scraps and food soiled paper. Because Allied currently provides curbside organics collection and outreach and the program has been in place for over a year, we anticipate high-levels of continued customer participation. This is especially true due to increased amounts of outreach such as quarterly newsletters and a Residential Service Guide which will be distributed on an annual basis. Each publication will emphasize how to properly use the organics collection program.

Allied will also plan three single-family informational meetings located in different parts of the city, to outline the residential organics collection, discuss what is acceptable in the program, outline the importance of food scrap recycling, and answer any questions. Additional information will be placed on the Allied website in a "Frequently Asked Questions" section, and will be updated on a regular basis to add any new questions that arise. Residents are also encouraged to call customer service or stop by the Allied offices to ask questions and receive further clarification.



While the residential food waste collection program is currently in place, Allied believes that a follow up formal launch of the program would be helpful in an effort to align the program with all of the new services being offered as part of this agreement. The outreach material to be distributed will provide residents with an all in one summary of the programs that will be available and rejuvenate interest in diversion overall and specifically the food scraps program. An final outreach plan and timeline will be agreed upon by Clovis and Allied and a draft plan is included below in Table 1.

Single-Family Food Scraps Implementation

	Item	Implementation Timeline
1	Initial outreach mailing to residents	1 month prior to contract start date
2	Reminder in newsletter quarter before implementation	Quarter before delivery (dependent upon billing cycle)
3	Single-family informational meetings	Month before contract start date
4	Distribution of food waste pails if requested	1 month prior to service initiation
5	Follow up outreach mailing to residents	1 month after start date
6	Program information placed in newsletter quarter after implementation	Quarter after delivery (dependent upon billing cycle)

Additional Organics Collection Services

Holiday trees will be collected curbside for a specified period of time at no additional charge to the customer. Residents may place holiday trees in the street, at the curbside for pick-up on regular collection days. We just ask that residents remember to remove tree stands, ornaments and any other non-organic materials.



Guidelines for Holiday Tree Collection

Residents will be asked to use the following guidelines when placing their holiday trees out for collection:

- Cut tree into small pieces (less than 3-feet in length) and place loosely in to the green organics cart or;
- Place in the street, at the curbside, for pick-up on your collection day

Multi-Family Dwelling Organics Collection

Increasing diversion from Multi-Family Dwellings (MFDs) can be challenging due to the unique barriers to recycling that face both property managers and residents. When introducing new collection programs or major changes to existing programs, it is essential to use a thoughtful and carefully executed program implementation plan that focuses on educating residents and property managers while also providing them with the tools and resources to ensure maximum recycling diversion with minimal contamination.

Allied is proposing source-separated, subscription-based organics collection that we believe will substantially increase diversion for the MFD sector. Customers will be offered weekly organics recycling (green materials and home food scraps) services in either 96-gallon green carts or FEL containers ranging in size from 1-3 cubic yards. Allied will utilize the same equipment and collection methodology used in MFD recycling cart and bin collection when servicing organics carts and containers.

This proposal will allow for collection of clean source-separated organics from residents and will require more outreach to ensure correct and sustained program participation. Currently, the majority of MFDs in Clovis do not have access to an organics collection program. This past month, Allied implemented a pilot program at a MFD in Clovis to gain an understanding of the process by which these Clovis MFD residents could begin diverting organics. While it is early,





the pilot program appears to be going well as residents are beginning to become familiar with the process of moving material from their units to the collection receptacles as well as understand which materials are acceptable.

Allied will perform site visits at MFDs at least four months prior to the new contract start date in order to recruit properties and offer technical assistance and educational resources to property managers. During these site visits, it will be critical to help property managers feel prepared and engaged in the successful implementation of organics collection at their property. Two weeks prior to site visits, each MFD will receive a letter introducing the organics program and notifying them to the upcoming site visits. We find that providing notice prior to the site visit allows

property managers to prepare for our visit and increases their willingness to discuss new service offerings and changes.

During site visits, Allied outreach staff will encourage property managers to take advantage of the tools and resources included with the subscription-based organics collection program, such as:

- Educational materials, including collection tips and guidelines.
- Kitchen pails to make collecting food scraps easier for residents and providing a simple tool to keep food scraps separate from other wastes.

More information on site visits can be found below under "Site Visit and Technical Assistance".

After program implementation, Allied will provide ongoing outreach to all MFDs. Our staff will perform additional outreach blitzes throughout the first few months of service for all MFDs in Clovis. During these outreach blitzes, Allied will offer MFDs additional outreach materials, answer service questions and help property managers address any challenges such as contamination.

Our outreach materials will emphasize what is accepted in the source separated food program and will focus on keeping the organics out of the trash container. For more information on acceptable items, please refer to the Accepted Organic Materials list below. Residents may place food scraps in either a clear plastic bag or a biodegradable bag, both of which are accepted at Kochergen Farms Composting.

The collage contains four main sections:

- Recycling:** Lists accepted items like newspapers, magazines, cardboard, and plastic bottles. It includes a 'No' list for items like tires, auto parts, and hazardous materials.
- Organics:** Lists accepted food scraps like fruit peels, vegetable scraps, and bread. It includes a 'No' list for items like meat, dairy, and oils.
- Landfill:** Lists accepted household items like toys, furniture, and appliances. It includes a 'No' list for items like refrigerators, air conditioning units, and hazardous materials.
- Additional Service Options:** Details various services such as bulk waste removal, recycling services, and special collection events.





Outreach

Our outreach efforts will first target property owners and managers to encourage them to actively sign-up for the new organics and recycling program, and to work with Allied’s education and outreach team to identify locations for new collection containers at their properties.

Allied will provide printed outreach materials and encourage property owners and managers to provide this information to their current tenants, to new tenants upon move-in and at least annually thereafter. To maximize the number of tenants reached at each complex, we will host group meetings at community centers or onsite at MFDs to explain the program. We view these interactions as an opportunity to increase recycling of all types at MFD locations. To support increased diversion from MFDs in Clovis, Allied will:

- Provide service and recycling information to all property managers and residents using direct mail, on-site delivery of door hangers and posters. Allied will work with property managers at individual MFDs to develop supplemental outreach materials that address the recovery of unwanted household items during move-in/move-out, waste prevention and material reuse tips, hazardous and electronic waste disposal, and illegal dumping prevention techniques.
- Mail multi-family residents an annual newsletter with information regarding recycling and resource conservation; updates on Clovis recycling goals and the community’s progress; tips for disposing bulky items when moving; promotion of our “recycling champion” program and other multi-family specific collection services, resources, and programs. The Allied multi-family newsletter will include kid-friendly content, such as recycling word searches or a waste prevention crossword puzzle.
- Educate and assist MFD customers in multiple languages, including producing outreach materials in primary languages that Clovis residents speak. Allied also has an easy to navigate website for the community to use that provides recycling and food scrap related program information and includes options for translation in different language.
- Provide an interactive diversion calculator on the Allied website that enables MFDs to calculate their diversion rate, associated greenhouse gas reductions, and cost savings related to recycling and food scraps program implementation. MFDs can use these statistics to engage and motivate residents.



- Provide program tools to increase resident participation, including
 - **Kitchen Pails:** Upon request, Allied will deliver “Green Your Kitchen” kits to small MFD property managers for distribution to their tenants. The kits will include a countertop food scrap pail, consumer information sheets on food scraps recycling, how and why residents should participate, and a list of acceptable organic materials.
 - **Battery Buckets:** Upon request, Allied will make appropriate arrangements for the placement of battery, cell phone, and CFL recycling receptacles (Allied “Bat Buckets”) that can collect these electronic and hazardous materials from the entire MFD complex. Allied will communicate with property managers to determine the most convenient and environmentally responsible placement of Bat Buckets within the MFD complex, and will provide educational information and additional Bat Buckets within five working days of a property manager’s request.

Site visits and technical assistance

In order to best serve the MFD properties, Allied will perform two sets of visual audits, a baseline and a post-implementation assessment. Allied will perform baseline visual audits of trash and recycling for all MFD properties prior to the commencement of the contract. These visual audits will document the volumetric composition of material and overall fullness of each container, and generate recommendations for optimal service levels in order to best help each MFD increase diversion.

Allied representatives will conduct a second visual audit and comprehensive site visit for each MFD in Clovis two to three months after the baseline sort. Allied staff will also perform a facility walk-through to ensure that there is room for internal recycling and/or food scraps collection containers. Finally, Allied outreach staff will provide educational materials that explain the recycling and new food scraps collection program, and formalize next steps for cart or container delivery and service implementation.

Once both visual audits and site visits are performed, Allied will compare the results of their visual audits with the baseline audit results to understand generation trends at each property. Allied’s objective for analyzing the baseline and post-implementation data, along with information from each site visit, is to create a program that is tailored to each property.

Implementation

After Allied performs the site visits and makes service level recommendations, we will use a tiered approach to implement new service at the MFDs. This approach will lump MFDs by the level of assistance they need to successfully implement the new service, starting with MFDs that will need minimal assistance and ending with MFDs that will need significant assistance. MFDs that will need minimal assistance will likely have a supportive, engaged property manager and no logistical barriers to program implementation. MFDs that will need significant assistance may have space constraints, potential for contamination, illegal dumping, or minimal support from the property manager. This approach will deliver diversion results efficiently while giving Allied’s outreach staff sufficient time to work with more complicated sites.

Implementing service in a timely manner and providing MFDs with ongoing feedback and assistance is essential to program success. Allied proposes sending a follow-up email or letter to the property manager documenting new service levels and delivery dates for new containers. After Allied has delivered the new containers and outreach staff has performed all trainings, the Allied representatives will perform a quick visit the second or third week of new service, monitoring the containers to confirm that the MFD is maximizing their diversion with minimal contamination. The Allied representative will follow up with the property manager one month after the program start date to review progress and provide additional educational support or resources as needed, including photos of contamination if applicable. After the one month check in, Allied will contact MFDs after six months to check in and then annually thereafter, addressing resident turnover and the need for ongoing engagement and educational refreshers.



In order to ensure meeting the August 1, 2015 commencement date of this contract, Allied will establish a timeline that will include detailed information as outlined in below:

Implementation Schedule

	Item	Implementation Timeline
1	Initial outreach mailing to MFD property managers	4 months prior to start of contract
2	Letter to MFD property manager to inform of site visit	2 weeks before site visit
3	Baseline visual audits and site visits to assess MFD service levels and make recommendations for container switch out	Between 4 months - 1 month prior to start of contract
4	Outreach sent to tenants	Two weeks before MFD informational meeting
5	MFD informational meetings	Two weeks before or after delivery
6	Switch out of containers	Between 2 months – 1 month prior to start of contract and a month after site visit performed
7	Follow up with property manager	Two weeks after delivery
8	Secondary visual audits and site visits to assess MFD service levels and make recommendations for container switch out	Between 2 and 3 months after implementation
9	Send additional outreach to tenants	Two and six months after delivery
10	Continual education	Every year after start of contract

As noted in the commercial organics collection write up, we understand that all of the programs outlined in our proposal will need to be performed in conjunction with the City's solid waste collection. This is critical from an operations standpoint as well as an overall solid waste management system viewpoint. As with our current efforts, we intend to work very closely with the City as all of our diversion programs are ultimately planned and implemented to ensure the goals of all parties are met.

Commercial Organics Collection

Expanding Clovis' commercial organics collection program is an important step toward increasing diversion in the commercial sector. In order to maximize customer participation and material diversion, it is essential to implement a thoughtful and carefully executed approach that focuses on targeting key food generators and providing them with the tools, resources, and onsite assistance necessary to ensure a successful collection program. Allied will utilize the same equipment and collection methodology used in commercial recycling cart and bin collection when servicing organics carts and containers. Organics collection participants will be provided with a 96-gallon cart or 1-3-cubic yard containers serviced up to five days per week, depending on need. Businesses that participate in the organics program will be provided a three stream system, with all source separated recycling processed locally or by a local third party or at the Rice Road facility and all organics heading to Kochergen Farms to be composted and all trash serviced by the City of Clovis.

Allied's education and outreach team will target businesses that generate a high volume of organics material and will work immediately to maximize business participation and recycling performance. When the target business list is developed, we will review the service levels and business sectors for all businesses in Clovis and highlight those businesses that fall within the selected "high-volume organics generator" categories.

As noted in Section 2.7, Allied intends to follow a four (4) month plan for reviewing customer service levels and implementing commercial organics services as shown below:



Organics Implementation

Phase	Categories	Implementation Timeline
1	Review Current Service Levels (Develop plan and timeline for commercial organics service prioritization and outreach with assistance from Cascadia)	April 2015-June 2015
1a	Stores (Safeway, Costco)	April 2015
1b	Schools	April 2015
1c	Fast Food / Quick-Serve Restaurants	May 2015
1d	Health Care Facilities	May 2015
1e	Hotels / Lodging	June 2015
2	Waste characterizations for commercial customers (Complete assessments and develop customers list for commercial organics program implementation)	July 2015-August 2015
3	Commence commercial organics collection (Ongoing customer education through Diversion Coordinator -Cascadia most likely to perform introductory mass waste characterizations and facility audits due to short timeline)	August 2015 - Ongoing

These dates can be adjusted based upon final negotiations with the City. With in the above approach, the targeted outreach to customers will begin four months prior to the new contract start date in order to recruit and train businesses so they are prepared to successfully implement organics collection at the start of the new contract. Each targeted business will receive a letter introducing the organics program two weeks prior to aCascadia or Allied recycling representative performing an onsite visit. We find that providing notice ahead of time allows businesses to prepare for our visit and increases their willingness to discuss new service offerings.

The following table indicates Allied's projected amount of commercial organics to be collected based on a high-level of customer participation (projections do not include industrial organic material).

City Billed MSW Bins

Size/ xWk	1xWk	2xWk	3xWk	4xWk	5xWk	6xWk	Totals
1 Yard	244	8	5	-	1		258
2 Yard	313	141	13	2	2	-	471
3 Yard	6	9	10	5	3	1	34
96 Gal	38						38
Totals	601	158	28	7	6	1	801
Annual Commercial MSW Yards Collected							98,077
Estimated Annual Commercial MSW Tonnage							6,130

Foodwaste Bin/Cart Proposal

Size/ xWk	1xWk	2xWk	3xWk	4xWk	5xWk	6xWk	Totals
1 Yard	8	1	-	-	-	-	12
2 Yard	10	2	1	-	-	-	20
3 Yard	12	12	5	1	1	-	52
32 Gal	9	8	2	1	1	1	32
96 Gal (City Sites)	19	-	-	-	-	-	19
Totals	58	23	8	2	2	1	135
Annual Foodwaste Yards Collected							12,525
Estimated Annual Foodwaste Tonnage							1,253
Annual Foodwaste Percent Diverted							20%



Allied will customize a recycling and food waste program to meet the needs of your business with your choice of carts, bins and service days. Call a Recycling Representative at 650.756.1130.



Allied personalizará un programa de reciclaje y desechos alimenticios para satisfacer las necesidades de su negocio con su elección de carros, contenedores y días de servicio. Llame a un representante de reciclaje al 650.756.1130

Allied with you for a cleaner and greener community

Food Waste

In the green cart or bin:

Soiled Paper

- Paper bags, napkins, tissues & towels
- Paper coffee filters & tea bags
- Paper cups & plates
- Paper ice cream containers
- Paper pizza & take-out boxes & containers
- Waxed paper milk & juice cartons (no foil)

Food Scraps

- Bread, grains & pasta
- Coffee grounds
- Dairy & eggshells
- Leftovers & spoiled food
- Meat & seafood (including bones & shells)
- Vegetables & fruit (peels & rinds, too)

Green Waste

- Branches, brush & tree trimmings
- Flowers & trimmings
- Leaves, grass & weeds
- Small lumber & sawdust from clean wood
- Vegetable wood crates (metal wire OK)

Other

- Compostable cutlery & serving ware
- Waxed cardboard & paper
- Wooden chopsticks, coffee stirrers & toothpicks

Note
Compostable material may be placed in clear plastic bags or bags made of compostable material.

Desechos alimenticios

Colóquelos en el carro o contenedor verde

Papel sucio:

- Bolsas de papel, servilletas, pañuelos y toallas
- Filtros de papel de café y bolsas de té
- Vasos y platos de papel
- Contenedores de papel para helado
- Cajas de papel para pizza y alimentos para llevar y contenedores
- Papel encerado para leche y cartones de jugo (no papel de aluminio)

Restos de alimentos:

- Pan, cereales y pasta
- Pasa de café
- Productos lácteos y cáscaras de huevo
- Sobras de alimentos y alimentos desmenuzados
- Carnes y mariscos (incluidos huesos y conchas)
- Verduras y frutas (barridos, semillas y núcleos)

Desechos verdes:

- Ramas, arbustos y ramas trozadas
- Flores y ramitas de jardín
- Hojas, grama y maleza
- Pequenas trozas de madera y aserrín de madera limpia
- Cajas de madera para verduras (también aserrín de aserrín)

Otro:

- Cubiertos y vajillas degradables
- Cartón y papel encerado
- Palillos chinos, mezcladores de café y palillos de madera

Recycle!

In the blue cart or bin:

- Aluminum foil & trays
- Glass bottles & glass jars
- Metal cans & lids
- Mixed cardboard & paper
- Plastic caps & cutlery not labeled "compostable"
- Plastic items (1-7)

¡Recicle!

En el recipiente o bote de basura azul

- Chatarra y papel de aluminio
- Botellas y frascos de vidrio
- Latas y tapas de metal
- Cartón y papel corchonado
- Vasos y cubiertos plásticos sin etiqueta de "degradables"
- Artículos plásticos (1-7)

As part of preparing our response for this RFP, Allied made some preliminary estimates of the amount of commercial organics that could be generated if a reasonable level of participation is achieved from local business. While this information represents only an estimate at this time, we believe it is a reasonable estimate of the potential for additional diversion of organic material from this sector. Additionally, the City of Clovis will be compliant with the new organics legislation (AB 1826) passed this year requiring nearly all business to eventually subscribe to some form of organics collection.

During the site visit, the Allied representative will perform a visual assessment of trash and recycling containers, documenting the percentages of material types, overall volumes, and recommendations for optimized service levels. They will perform a facility walk-through to identify areas where food scraps are generated, recommend locations for internal food scrap collection containers, and identify opportunities for improved

recycling collection systems. Outreach staff will also provide educational materials that explain the new food scraps collection program and will attempt to schedule a follow-up visit to conduct employee training.

During this initial site visit, we will recommend an organics collection service level and formalize next steps for cart or container delivery and service implementation.

When performing the site visit, outreach staff will also assess businesses on a case-by-case basis to create an individualized program that is tailored to each business. Cascadia or Allied representatives will use the Eco Diversion Calculator and produce an audit form which allows for an easy way to accumulate all data from site visits and provides a brief summary report that can be provided to the customer. For all businesses, both pre-consumer "back-of-house" collection and post-consumer "front-of-house" collection will be evaluated, and the best collection system will be recommended. For sit-down restaurants, outreach staff will focus on back-of-house collection and train kitchen staff, bussers, and dishwasher staff to place materials in the correct container.

For cafeterias, schools, and fast food style restaurants, we will address both back-of-house and front-of-house collection to see if there are opportunities for adding proper signage or additional containers, as well as if the business could use compostable products to help prevent contamination. For each type of business, a phased-in approach would begin



with: (1) implementing back-of-house recycling first to establish a successful program, and (2) adding front-of-house food scraps and approved compostable paper products when the restaurant is able to manage collection of clean materials.

Following up with onsite business contacts in a timely manner is essential when launching a new collection service. Allied proposes sending a follow-up email or letter to the business documenting selected food scraps service levels, delivery dates for new containers, and dates for staff training (preferably coinciding with the cart or container delivery date). After the containers are delivered and all trainings have been performed, the Cascadia and Allied representatives will perform regular site visits for the first month of service, monitoring the food scraps container to confirm the business is maximizing their diversion of food scraps with minimal contamination.

Our representatives will follow up with the business manager one month after the program is started to review progress and provide additional educational support or resources as needed, including photos of contamination if applicable. Allied recognizes that in order to maintain a successful organics collection program, it is essential to provide ongoing feedback and assistance throughout the term of the contract. Therefore, Allied will contact commercial organics participants regularly through a variety of media, addressing staff turnover and the need for ongoing engagement and educational refreshers.

Our proposed approach to educating and assisting business customers will involve a combination of onsite technical assistance, including staff trainings, and annual customer follow-up as well as on-call customer assistance based on customer email or phone requests. We will also use collection drivers' notes on contamination levels to identify potential training opportunities and begin a conversation with businesses on easy and affordable ways to reduce contamination. We will develop educational tools and resources for front-of-house and back-of-house collection

stations that can be customized by businesses. All outreach materials will be readily accessible on our website, which will also include an interactive diversion calculator that allows businesses to calculate their diversion rate, associated greenhouse gas reductions, and cost savings. Businesses can use these statistics to engage and motivate employees and impress customers. They will be encouraged to include this information in quarterly newsletters, on their website, and in other communication channels.

Our organics educational materials will be bi-lingual (Spanish) and highlight specific materials accepted in the program, such as clean food scraps, green waste, approved compostable paper products including cutlery and service ware. Additionally, organic material can be placed either in a clear plastic bag or biodegradable bags that are accepted at the composting facility.



Commercial Food Waste Program

As part of Allied's Commercial Collection Programs, we accept all food scraps, soiled paper, and yard trimmings for composting.

The Food Waste Collection Program is offered Monday through Friday. Choose the day(s) and frequency that best meet your business needs. You may use a combination of metal bins & green carts.

Food Waste Container Sizes:
32, 64 & 96 gallon Green Carts
1, 1½, 2 & 3 yard Blue Metal Bins

In Food Waste Containers Acceptable Food Waste Items:

- Soiled Paper**
 - Paper bags, napkins, liners & towels
 - Paper cups & plates
 - Paper ice cream containers
 - Paper pizza boxes
 - Paper take-out boxes & containers
 - Paper tea bags & coffee filters
 - Waxed paper milk & juice cartons (no foil lined)
- Food Scraps**
 - Bread, grains & pasta
 - Coffee grounds
 - Dairy
 - Eggshells
 - Fruit (pits & nuts, seed)
 - Leftovers/Spiced food
 - Meat & seafood (including bones & shells)
 - Vegetables
- Green Waste**
 - Branches, brush & tree trimmings
 - Flowers & trimmings
 - Leaves, grass & weeds
 - Small lumber & sandal free clean wood
 - Vegetable wood crates (metal wire OK)
- Other**
 - Compostable cutlery & serving ware
 - Waxed paper & cardboard
 - Wooden chopsticks, coffee stirrers & toothpicks

Note: Compostable material may be placed in clear plastic bags or bags made of compostable material.

In Recycling Containers

These items are not compostable, but should be recycled. Put them in your blue recycle cart or green metal bin.

- Aluminum foil & trays
- Glass bottles & glass jars
- Metal cans & lids
- Allied cardboard & paper
- Plastic cups & cutlery not labeled "compostable"
- Plastic items (1-7)

These items do not belong in your Blue Green or Grey carts or bins, but should still be recycled:

- Used motor oil & oil filters
- CFL bulbs
- Paints & solvents
- Batteries
- Cooking oil
- Electronics
- Cleaning chemicals
- Metal clothes hangers
- Shoes & clothing

In Garbage Containers

Put these items in your grey garbage cart or blue metal bin.

- Foil or plastic-backed paper
- Juice or soy milk-type boxes with foil liners
- Residual waste

For more on how to dispose of these items responsibly, contact San Mateo County at 1-888-642-2666 or visit recycleworks.org

For more on Allied's Commercial Food Waste Program & Recycling Collection Programs, call Allied's Recycling People at 650-216-1130 alliedwastedalycity.com

As noted previously, we understand that all of the programs outlined in our proposal will need to be performed in conjunction with the City's solid waste collection. This is critical from an operations standpoint as well as an overall solid waste management system viewpoint. As with our current efforts, we intend to work very closely with the City as all of our diversion programs are ultimately planned and implemented to ensure the goals of all parties are met.



Organics

Place accepted material loosely or in clear plastic bags in the green container.

Accepted Material: Fruits & Vegetables, Bread & Pasta, Dairy Products, Meat & Seafood, Coffee Grounds & Filters, Food Soiled Paper/Cardboard, Napkins & Paper Towels, Paper Cups & Plates, Paper Take-Out Food Containers, Yard Remnants.

NO Glass, Plastics, Fiber, Metal, Helium/Propane Tanks, Latex Gloves, E-waste, Hazardous or Medical Waste, Construction Debris

REPUBLIC SERVICES
CITY OF MILPITAS WE RECYCLE
408-586-2680



“Allied currently provides a successful commercial food waste collection program”



Allied's Clovis Organics Collection Drivers

City Facility Organics Collection

Allied will offer weekly organics services for all City facilities based on need and have the options of receiving service up to five days per week. Customers will be provided with a 96-gallon green organics cart for collection or 1-3 cubic yard bins. In partnership with the City, Republic currently provides very successful commercial organics collection and will continue to do so if awarded the franchise.

City facilities will be serviced with either an ASL or FEL vehicle depending on the container type utilized and in the same manner as described in the Recycling Materials section. As the current provided service provider for the City of Clovis, Allied is familiar with all the nuances involved with servicing city properties and buildings. By continuing to partner with Allied, the City of Clovis staff will have no need to concern themselves with transition challenges that may arise with a different hauler.

Accepted Organic Material

Because Allied can offer the power and ability of an established organics material processing facility and employees with the knowledge and passion to implement expanded sustainable practices, we are easily able to collect organic material from residents and at multi-family and commercial locations with great success.

ACCEPTABLE ORGANIC MATERIALS

- Fruits and vegetables
- Breads and pastas
- Yard trimmings and clean wood
- Food-soiled cardboard, paper, napkins and cups
- Dairy products
- Meat and seafood
- Coffee grounds & filters
- Biodegradable bags & Foodware

NON-ACCEPTABLE ORGANIC MATERIALS

- Plastic
- Metal
- Trash
- Flour Bags
- Glass
- Latex Gloves
- Styrofoam
- Painted or Treated Wood



As part of our commitment to design and operate organics programs yielding the lowest residual rates, Allied will work closely with the City of Clovis to monitor the characteristics of the organics stream and continually look for opportunities to increase diversion. Allied is committed to keeping contamination in organics at the absolutely lowest level possible. The local management team will collaborate with the city staff to develop proactive public education programs to ensure the lowest level of contamination and the highest levels of diversion.



Working with individual customer to reduce contamination in the materials set out for collection is the one of the keys to collecting clean loads. Allied believes the success of its organics program is due to consistent interaction with the individual customer. Customer education and Allied's involvement is vital in meeting and exceeding diversion requirements and establishing solid sustainability practices. By ensuring customers receive appropriate and easily accessible educational material we are able to deliver clean material to the organics processor. In many cases, the organic material is composted then returned to customers for a complete closed loop recycling program.

There will be periodic and random cart and bin checks by our in-field supervisors to help identify contamination prior to collection. As noted previously, Allied intends to employ the use of Front End Load Curotto vehicles beginning in the second year of the agreement. These vehicles will first be deployed on the organics routes where control of contamination will be of the utmost importance. As each cart is tipped into the Curotto-Can, the driver will have a clear indication of any excess contamination or unacceptable items. This will enable the driver to provide immediate feedback to the customer through the Fleetmind system in order to correct the issue going forward. This real-time tool will provide significant value in terms of collecting material streams that are easy to manage up front and will generate a compost end product that will attract the best value and final use.



2.5 Organic Materials Processing

Allied anticipates collecting approximately 19,090 tons of organics on an annual basis, all of which will be transferred through Allied's local Rice Road Recycling and Transfer facility, located at 10463 North Rice Road, Fresno, CA 93730 to Kochergen Farms Composting, Inc..

The Rice Road facility is a wholly owned and operated subsidiary of Republic Services, Inc. and has been servicing the Clovis community since 1990, and is the current contractual transfer services provider for the City.

Organic materials will be hauled directly to Kochergen Farms Composting, Inc. for organics processing. This entity currently provides organics processing for the City of Clovis and has been doing so for the past decade. We anticipate a cost per ton charge rate of \$17 and annual CPI adjustments for rates going forward.

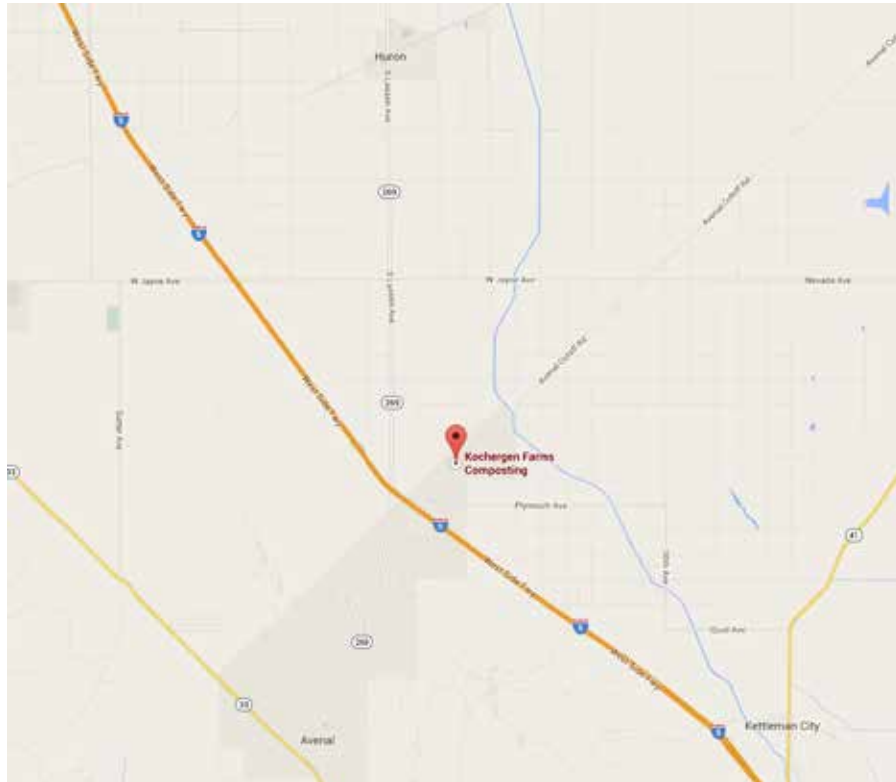
Kochergen Farms Composting, Inc.

Mike Kochergen, Owner


P.O. Box 11006

Fresno, CA 93771

Each jurisdiction is assigned a separate account in Kochergen Farms' scale system and all inbound loads of organic materials are weighed when they arrive at the facility.



Permits

Compostable Materials Handling Facility Permit		Facility Number: 16-AA-0022																																				
1. Name and Street Address of Facility: Kochergen Farms Composting, Inc. 33915 Avenal Cut-off Rd. Avenal, CA 93204	2. Name and Mailing Address of Operator: Kochergen Farms P.O. Box 11006 Fresno, CA 93771	3. Name and Mailing Address of Owner: Mike Kochergen P.O. Box 11006 Fresno, CA 93771																																				
4. Specifications:																																						
a. Permitted Operations: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Solid Waste Disposal Site <input type="checkbox"/> Transfer/Processing Facility (MRF) <input checked="" type="checkbox"/> Composting Facility (green material, produce residuals, food waste) </div> <div style="width: 35%;"> <input type="checkbox"/> Transformation Facility <input type="checkbox"/> Other: _____ </div> </div>																																						
b. Permitted Hours of Operation: 24 hours a day, seven days a week (Closed on Thanksgiving Day, Christmas Day, & New Year's Day) Incoming feedstock delivery will be Monday-Saturday.																																						
c. Permitted Maximum Tonnage Received: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1,000 tons/day 312,000 tons/year </div> <div style="width: 50%;"> Green waste, produce residuals, untreated wood wastes, and food waste as defined by 14CCR 17852(a)(20) (identified materials include all feedstocks and additives) </div> </div>																																						
d. Permitted Traffic Volume: <u>40 Trucks/day</u>																																						
e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Total</th> <th style="text-align: center;">Disposal</th> <th style="text-align: center;">Transfer/Processing</th> <th style="text-align: center;">Composting</th> <th style="text-align: center;">Transformation</th> </tr> </thead> <tbody> <tr> <td>Permitted Area (acres)</td> <td style="text-align: center;">160</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">160</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Design Capacity (tons)</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td style="text-align: center;">208,000</td> <td></td> </tr> <tr> <td>Max. Elevation (Ft. MSL)</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Max. Depth (Ft. MSL)</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Estimated Closure Year</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Total	Disposal	Transfer/Processing	Composting	Transformation	Permitted Area (acres)	160	N/A	N/A	160	N/A	Design Capacity (tons)		N/A		208,000		Max. Elevation (Ft. MSL)		N/A				Max. Depth (Ft. MSL)		N/A				Estimated Closure Year		N/A			
	Total	Disposal	Transfer/Processing	Composting	Transformation																																	
Permitted Area (acres)	160	N/A	N/A	160	N/A																																	
Design Capacity (tons)		N/A		208,000																																		
Max. Elevation (Ft. MSL)		N/A																																				
Max. Depth (Ft. MSL)		N/A																																				
Estimated Closure Year		N/A																																				
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.																																						
5. Approval:  Approving Officer Signature		6. Enforcement Agency Name and Address: KINGS COUNTY HEALTH DEPARTMENT DIVISION OF ENVIRONMENTAL HEALTH SERVICES 330 CAMPUS DRIVE HANFORD, CA 93230																																				
7. Date Received by CIWMB: FEB 21, 2006		8. CIWMB Concurrence Date: APR 11, 2006																																				
9. Permit Issued Date: APR 14, 2006	10. Permit Review Due Date: APR 14, 2016	11. Owner/Operator Transfer Date:																																				



REGISTRATION PERMIT

Facility/Permit Number (SWIS): 10-AA-199

Name of Facility: Green Valley Recycling

Name and Address of Enforcement Agency:

County of Fresno
Department of Community Health
Environmental Health Division
1221 Fulton Mall, Third Floor
Fresno, CA 93721

Signature of Local Enforcement Agency Approving Officer:



Date of issuance:

October 22, 2007

Please print or type Name and Title of Approving Officer: Tim L. Casagrande, Director of Environmental Health
Department of Community Health
Environmental Health Division

This permit has been issued by the enforcement agency in accordance with Title 14, California Code of Regulations, section 18104. This registration permit incorporates by reference, as terms and conditions of the permit, all minimum standards applicable to it, as set forth in Title 14, Division 7 of the California Code of Regulations. These minimum standards include, but are not limited to the following: Title 14 California Code of Regulations, Division 7, Chapter 3.1.

The facility for which this permit has been issued may only be operated in accordance with the description provided in the attached application, which is hereby incorporated by reference.

This permit shall be reviewed at least once every five years from the date of issuance noted above pursuant to Title 14, California Code of Regulations, section 18104.7.



Mission Statement

The mission of Kochergen Farms Composting, Inc. is to produce and distribute biomass fuel and high quality compost for use by San Joaquin Valley agricultural interests and the general public.

The company is committed to producing products in an environmentally responsible manner while providing its employees a safe work environment. Respect and appreciation of the ethnic and cultural diversity of the company's workforce is a cornerstone policy of Kochergen Farms Composting, Inc.

Products and Services

Kochergen Farms Composting, Inc. produces and markets high quality organic compost for agricultural and commercial end users. Composting is the process of the natural breakdown of organic matter that results in the production of a rich soil amendment. Compost adds nutrients to the soil beneficial to the growth of food and non-food crops.

The compost produced by Kochergen Farms Composting, Inc. has undergone extensive testing by the Organic Materials Review Institute (OMRI) and is listed in that organizations records as producer of compost that can be used in organic farming operations. Not all compost is so certified. Kochergen Farms Composting, Inc. also is a member of the U.S. Composting Council. This organization is responsible for assisting companies to produce and make compost and related products.

The compost produced and distributed by Kochergen Farms Composting, Inc. does not contain bio-solids which is the waste from municipal sewer treatment plants. Some believe that there is human health risks associated with the use of compost containing bio solids. The application of compost to farmland has additional benefits such as reducing the amount of water required for irrigation. Compost holds moisture in the soil and deters rapid evaporation. Water



supplies in California are critically short and the use of compost reduces agricultural demand for the precious resource.

The facility will receive and transfer green waste which includes, but is not limited to lawn clippings, branches, pruning material, stumps, leaves and tree trimmings. It also receives pre- and post-consumer food material from supermarkets, packinghouses and other commercial sources.

Management and Personnel

Mike J. Kochergen-President, Kochergen Farms Composting, Inc. Mr. Kochergen is responsible for all overall operations. He establishes company policy and formulates the corporate vision. Mr. Kochergen was born and educated in Fresno County and supports local civic and charitable activities.

Eric Espinola-General Manager of Kochergen Farms Composting, Inc. Mr. Espinola graduated from Fresno State College in 1994 with a B.A. degree in Business Administration. He has 18 years experience in the handling and processing of solid waste. A majority of Mr. Espinola's time is devoted to management of the operations and sales. Because of the business expertise and educational background, he is responsible for developing the company's marketing plan.



Processing Methods

Kochergen Farms Composting, Inc. is an established company that has refined the compost production methods that produce a high quality soil amendment. The product has been listed by ORMI (Organic Materials Review Institute) as having satisfied their strict standards. They are able to manage both dry and wet organic material streams at their Fresno and Avenal locations and are fully permitted to receive various types of organic materials from the City of Clovis including food waste. A letter guaranteeing processing capacity follows.

Kochergen Farms Composting, Inc.

Dec. 8, 2014

Mike Caprio

Our marketing plan is a very consistent and extremely diversified.

We presently produce 7 different products:

1. Green Waste fines
2. Blonde wood/ C&D Wood
3. Biomass Materiel;
4. Dairy Bedding Materiel
5. Organic Compost
6. Compost Blends
7. Ingredients for Liquid Fertilizer

Our customers consist of:

1. Biomass Plants
2. Freeway Projects
3. Homeowners
4. Public Nurseries
5. Tree Nurseries
6. Liquid Fertilizer Companies
7. Diversified Farming Operations:
 - A. Tree Fruit
 - B. Vineyards
 - C. Row Crops
 - D. Citrus
 - E. Almonds
8. Six Soil Amendment Supplying Companies

It has taken us 18 years of market development with extreme diversification and sound quality products. It is extremely challenging to meet all demands.

We are very fortunate two operate out of two yards. Our compost operation has an annual loading of 208,000 tons per year. We presently only operate to 1/3 of that capacity. Our footprint to our compost operation is 160 acre. We presently operate on only 60 acres. The city has quite the assurance of Kochergen Farms Composting having the capacity to handle al the C.O.F. material. We strongly oppose the use of green waste used as ADC coverage for landfills. In essence we see landfills as competitors.

P.O. Box 11006 * Fresno, CA 9377 * Ph. (559) 498-0900 * Fax (559) 498-8383





Kochergen Farms organics processing proposal consists of a front-end system for the cleaning/removal of contaminants from the organic streams in order to prepare the material for placement into the processing application. Depending upon the quality and type of non-organic material removed from the various streams, much of this can be diverted to suitable end markets that are available for metals, non-compostable fibers and other fractions of the recovered material.

The facility accepts a wide range of organic materials including food waste and produces a wide variety

of products for end use and sale. Material that arrives at the facility is pre-sorted for contaminant removal, sized in a grinder, pre-screened to remove overs before final processing.

Kochergen Farms organic materials processing facility involves material receiving and handling areas, grinding and shredding areas, compost windrow processing areas, the lanes between the windrow piles, and curing pile areas.

The cleaned organic material is then shredded and ground using a loader tractor or hydraulic excavator to move waste material from the raw material stockpile into the grinder. Depending on the size of materials generated by the shredder, a screening step may also be employed to remove chip-size materials that will be recovered for biomass fuel or mulch ground cover. Once shredded and ground, raw organic material will be stockpiled for composting.



The food waste materials may contain putrescible wastes. The materials primarily will be plant or vegetative materials, although organics such as pre- and post-consumer meat, poultry or fish materials may be included. The materials will be either quickly covered or mixed with other compostable materials, shredded materials, or compost to reduce the vector and bird attraction. The food materials will be

shredded with other green waste, thus mixing the food materials with other compostable materials. After shredding, the food materials will have been mixed with other compostable materials and they should have lost the vector (e.g., house flies) and bird (seagulls, starlings and blackbirds) attraction potential. As an alternative, fruit and vegetables can be effectively placed in the newly formed windrows in un-shredded form and the windrow turning machine will effectively grind them. As the materials are placed in windrows and turned, the attraction potential will be further reduced. The shredded material will be placed into active windrow piles. Mechanically aerated windrows will be filled and removed on an average of a 90 day cycle.

To provide pathogen reduction, the windrows will be maintained under aerobic conditions, and for at least a total of 15 operating days within the composting period, a minimum stabilized temperature of not less than 131 degrees will be maintained through the mixture on each of those days, and during the period, the windrows will be turned a minimum of five times.

Completed compost will be kept separate to ensure quality. The finished product, in the form of end



products such as compost or mulch will be ready for sale. After final screening and processing the material is marketed to a variety of end users and the facility has long standing, established outlets for the material. Kochergen Farms continues to pursue other end users with the largest growth area being agricultural application predominantly in vineyards and orchards.

The facility processes plant debris (leaves, grass, brush, prunings, weeds, and other yard waste); unpainted and untreated wood, including pallets, wooden packing crates, and scrap lumber, with or without nails; unpainted sheet rock; food and food processing waste (includes pre- and post- consumer food residuals of vegetative, mammalian and non-mammalian origin generated in the residential, institutional and commercial sectors); food-soiled/wet/waxed cardboard; food-soiled, wet or otherwise non-recyclable mixed paper; paper gable cartons, such as are used for milk and juice; and approved bio-plastics including compostable bags

Kochergen Farms Composting, Inc. will accept all organic materials as listed in section 2.4 Organics Materials Collection and take into consideration the same benefits, limitations, contamination issues and markets as noted.



2.6 Organics Materials Marketing

Kochergen Farms Composting, Inc. will partner with Allied to process and market the City's organic materials.

Kochergen Farms Composting, Inc. has long history of serving the area, and of producing high quality organic compost and other materials for agricultural and other uses. These include:

Compost – The product of the process of controlled aerobic decomposition conditions for a period of not less than 50 days, such that the resulting material meets the maximum acceptable metal concentration limits specified in section 17868.2, and the pathogen reduction requirements specified in section 17868.3 of Title 14, California Code of Regulations, Chapter 3.1. The Compost meets the Seal of Testing Assurance Program (STA).

Wood and Fiber Mulch - The product produced from the carbon fraction of the organic material by composting the Organic Streams and used by contractors and landscapers to mulch areas for the control of weeds or erosion.

Green Soil Amendment – The product produced from immature unders from the initial organic materials pre-screening or grinding process that are not placed into windrows for composting but can be used as a weed control product or as an amendment to soil via disking or land application.

Co-Generation Fuel – The product produced by cleaning the coarse fraction from the screening of composted organic materials or grinding the carbon fraction of the organic material prior to composting and sold to the co-generation market as fuel. Additionally, this product will consist of food waste ground prior to processing and sold to digesters for fuel.

The facility manages contamination by removing and re-processing as much of the contamination as possible prior to particle reduction (grinding/shredding) and then to mechanically remove the remainder of the contamination after processing through screening and air separation. To the greatest extent possible this material is processed on sort lines and any remaining residual is deposited in the landfill. To date, contamination has not hampered the ability to market any final product. The most problematic contamination encountered is plastic materials due to their propensity to shred to a small size and creation of a litter problem. This is addressed through on-site litter control personnel and removal of as much of the plastic prior to grinding.



Division Activities

The facility processes plant debris (leaves, grass, brush, prunings, weeds, and other yard waste); unpainted and untreated wood, including pallets, wooden packing crates, and scrap lumber, with or without nails; unpainted sheet rock; food and food processing waste (includes pre- and post- consumer food residuals of vegetative, mammalian and non-mammalian origin generated in the residential, institutional and commercial sectors); food-soiled/wet/waxed cardboard; food-soiled, wet or otherwise non-recyclable mixed paper; paper gable cartons, such as are used for milk and juice; and approved bio-plastics including compostable bags.

Kochergen Farms does not accept trash or recyclable material, E-waste, restroom waste, hazardous or medical waste, palm fronds, liquid, oil, grease, construction debris, asphalt and dirt.

Materials Marketing

Completed compost will be kept separate to ensure quality. The finished product, in the form of end products such as compost or mulch will be ready for sale. After final screening and processing the material is marketed to a variety of end users and the facility has long standing, established outlets for the material. Kochergen Farms continues to pursue other end users with the largest growth area being agricultural application predominantly in vineyards and orchards.

Kochergen Farms will strive to divert and market as much material as possible in order to maintain a highest possible diversion. To maintain maximum diversion every effort will be made to remove as much non-organic material as possible to maximize the amount of organic feedstock. It is anticipated that very low amounts of residuals will be created that cannot be diverted.

Prohibited material will be managed consistent with other prohibited material at the facility. Most of the current prohibited materials at the facility (batteries, waste motor oil and electronics) are recycled through off-site vendors.

With an established reputation for servicing the organics processing and marketing needs of the City of Clovis, as well as quality controls and tracking, Kochergen Farms Composting, Inc, can guarantee no organic material is ever landfilled.

Kochergen Farms Composting, Inc. has agreements with third-party purchasers, mainly agricultural-based buyers, for ongoing sale of material at set prices with annual escalators. The theme followed is consistent quality and buyers of material at fair prices – average price is approximately \$4 per yard.



2.7 Implementation Plan

Allied is Clovis' current recycling and organics material collection provider and, as such, the City's transition and implementation with Allied will be essentially non-existent.

Our knowledge of the service area and the fact that we currently manage a large portion of the customer interaction should provide a high level of confidence to Clovis.

Allied is the only company that can continue to provide the high-quality services customers are accustomed to with no disruption to normal schedules. Our knowledgeable team has an established connection with the community and city staff that cannot be easily replicated. It's our commitment to continue to exceed expectations and demonstrate the best customer experience possible every day we work in Clovis. Our implementation plan for the new services to be offered is provided below and represents experience that has been gained through recent program development and implementation locally and throughout Northern California.

Category	Task	Assigned To	Start Date	End Date	Comments
Contract Negotiations					
1	Contractor Selection Approved	Mike Caprio	Feb-15	Feb-15	This date is indicated as the projected award date by City Council
1.1	Attend meetings to negotiate contract	Mike Caprio, Bruce Murphy	Feb-15	Mar-15	
1	Total Elapsed Time		2 months		
Containers					
2	Commercial Container procurement	Lead: Javier Camacho Assist: Rob Emerson	Mar-15	Jun-15	Order first segment of all new commercial organics containers upon signed contract.
2.1	Review current service levels	Lead: Rob Emerson Assist: Mike Tucker Assist: Carolyn Dickson	Apr-15	Jun-15	Develop plan and timeline for commercial organics service prioritization and outreach approach with assistance from Cascadia
2.2	Waste characterizations for commercial customers	Lead: Carolyn Dickson Assist: Cascadia Consulting	Jul-15	Aug-15	Complete assessments and develop customers list for commercial organics program implementation
	Commence commercial food waste collection	Lead: Rob Emerson Assist: Mike Tucker	Aug-15		Ongoing customer education through Diversion Coordinator -Cascadia most likely to perform introductory mass waste characterizations and facility audits due to short timeline
2	Total Elapsed Time		6 months		



Category	Task	Assigned To	Start Date	End Date	Comments
Public Outreach-Start Up					
3	Services Guide to residential	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. Residential Services Guide to include programs elements such as Sharps Disposal by Mail, Household Battery/Cell Phone Recycling services, Used Motor Oil & Filter collection, Accepted Recyclable & Organics Materials, HHW information and special events (Compost Giveaway, Holiday Tree Collection, etc). Estimated 28,000 pieces
3.1	Services Guide to commercial	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. Commercial Services Guide to include programs elements such as AB 341 and AB 1826 requirements, information on free waste audits, available outreach materials, business recycling tips, HHW information, Accepted Recyclable & Organic materials, Holiday Collection Schedule. Estimated 600 pieces
3.2	Services Guide to multifamily	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. MFD Services Guide to include program elements such as AB 341 requirements, Sharps Disposal by Mail, Accepted Recyclable & Organic Material, HHW information, Resident Tote Bags, available outreach material, Property Management Guide information, how to schedule a free waste audit/resident presentation, holiday collection schedule and special events. Estimated 2000 pieces
3.3	Multifamily recycle posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.4	Multifamily organics posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.5	Commercial recycle posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.6	Commercial organics posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.7	Multifamily bags	Lead: Carolyn Dickson	Apr-15	Jul-15	Bags for multifamily tenants will be delivered by July 2015. Bags are made of coated PE material (non-leak) with accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 10,000 pieces
3.8	Recycle noncollection tag	Lead: Carolyn Dickson	Apr-15	Jul-15	Draft, review, approve and print. Estimated 3,000 pieces
3.9	Organics noncollection tag	Lead: Carolyn Dickson	Apr-15	Jul-15	Draft, review, approve and print. Estimated 3,000 pieces
3.10	Website update	Lead: Carolyn Dickson	Apr-15	Jul-15	Include new services and schedule
3	Total Elapsed Time		4 months		



Category	Task	Assigned To	Start Date	End Date	Comments
Public Outreach-Annual					
4	Mail annual customer guide for residential	Lead: Carolyn Dickson	Sept		Begin updates in September for January mailing.
4.1	Mail annual customer guide for commercial/multifamily	Lead: Carolyn Dickson	Sept		Begin updates in September for January mailing.
4.3	Residential quarterly newsletter - bill insert	Lead: Carolyn Dickson	Jan	Qtrly	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.4	Mail commercial/multifamily quarterly newsletter	Lead: Carolyn Dickson	Jan	Qtrly	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.5	Multifamily tenant recycling brochure	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.6	Multifamily posters for organics	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.7	Multifamily posters for recycle	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.8	Commercial posters for organics	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.9	Commercial posters for recycle	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.10	Commercial flyers - three times per year	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.11	Recycle noncollection tag	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.12	Organics noncollection tag	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.13	Commercial/Multifamily AB341 & AB1826 mailer 2 times per year	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.14	Holiday tree bill insert	Lead: Carolyn Dickson	Sept	Nov	Will develop schedule for drafts, approval, printing and delivery methodology.
4.15	Holiday tree multifamily mailer	Lead: Carolyn Dickson	Sept	Dec	Will develop schedule for drafts, approval, printing and delivery methodology.
4.16	Multifamily education kits	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing and delivery methodology.
4.17	Commercial/Multifamily mailer (inserts)	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.18	Commercial mailer promoting organics program	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.19	Develop school curriculum	Lead: Carolyn Dickson	June	Aug	Review current brochure for any changes and current supply.
4.20	Multifamily bags	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.21	Other office/event/food waste containers	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.22	Give aways	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.23	Container stickers	Lead: Mike Tucker Co-Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.24	Website updates	Lead: Carolyn Dickson	Jan	Dec	Update as needed
4	Total Elapsed Time			12 months	



2.8 Customer Service

Allied's customer service center is local and is known by the Clovis community. Currently located in the City of Fresno, Allied is looking forward to opening a Clovis-based office where we can service our customers with even more ease. Allied's customer service manager will continue to serve as the "liaison" to the City to resolve customer needs.

The City of Clovis and Allied currently have a successful partnership in managing excellence in customer experience. The system in place allows for consistency and open communication on a daily basis. Any customer needs, concerns or comments are routed from the City to Allied, where they are handled the same day, in most cases. Our team is committed to ensuring the best customer service possible and, as the low number of customer calls prove, we are doing our job.

The working relationship is unique in that the City is involved heavily in the customer service aspect due to their provision of solid waste services. The descriptions provided herein provide background on how Allied will manage customer service requests directed to them from the City. This relationship is unique and currently functions very well. We believe this should be an important consideration.



Customer Service Excellence

Delivering exceptional customer experiences is Allied's number one priority and maintaining high customer satisfaction is the cornerstone of our success. We take pride in the efficiency of our local call center and in our friendly, professional and experienced customer service representatives (CSR). Combining the training of our customer service representatives with ongoing development insures that we meet our customer's needs. In fact, placing the customer first in the moment of decision is one of Allied's core priorities and instilled into all of our customer service representatives and staff nationwide at all levels.

Where the best people come to work

Allied strives to develop a company where the best people come to work, devoted to meeting the needs of our customers every day, this is one of Allied's core purposes. We take pride in our recruiting effort and retaining talent. This translates to a local staff that is not only experienced, but also knowledgeable in the customer's waste disposal needs. Our representative's experience and knowledge does not just come from the customer interactions, our representatives spend time in a class room environment and participate in monthly/weekly training sessions to ensure our agents are in touch with the customer's needs and the ever changing conditions of the waste disposal industry. This is why our representatives are always ready, willing and able to help our customers and exceed their expectations.

Customer Service Hours of Operations

Allied's call center will be available from 8 a.m. to 5 p.m. In addition to our extended hours of operations, Clovis customers benefit from our after-hours response (voicemail) system. By utilizing this system, residents can request service by leaving a message and our friendly staff will respond to the request the next business day. In addition to the after-hours response system, customers also have the ability to reach us via our website, www.republicservices.com/site/fresno.com, on a 24/7 basis. Through our easy to use website, customers have the ability to quickly and easily contact us to ask questions or request services, such as an extra pick up or bulky item collection, sign-up for online bill pay, download public education materials and much more. Any requests made are responded too and processed within twenty-four hours of receipt. Allied's self-service options are designed to improve overall response and resolution to customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.



Basic Customer Service Principles

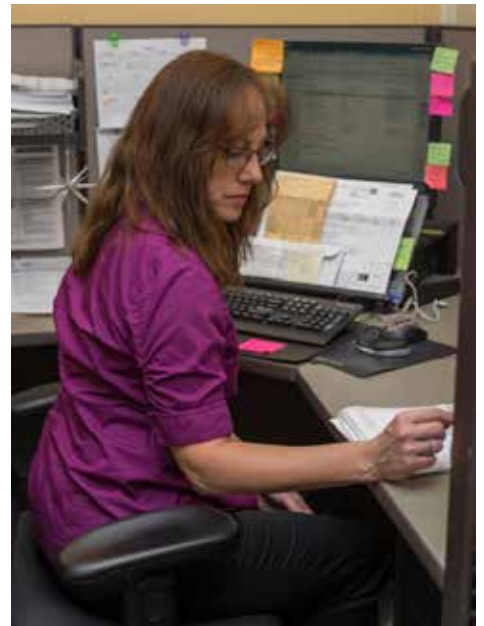
Allied's customer services programs are based on the following five principles that guide our daily business operations and excellent service. These principles will also pave the way in development of the customer service program for Clovis:

- 1. Employ the highest quality personnel.** Allied retains highly skilled and experienced personnel and compensates them accordingly.
Ensure easy and immediate access for customers and Clovis staff. Appropriate staffing is critical to ensure easy and streamlined access to our professional staff for both customers and Clovis staff.
- 2. Ensure timely and efficient complaint resolution and follow-up.** Allied has detailed policies/procedures for our customer service systems and controls which facilitate expeditious complaint resolution and follow-up. Allied's use of appropriate methods, field communication, and same-day complaint resolution goals will translate into a timely and efficient turn-around from point of contact by customer to resolution. All customer concerns are responded to within eight business hours of receiving the customer's phone call or message.
- 3. The customer is always right.** Allied employees are taught to give the benefit of the doubt to every customer even if the facts may imply customer error. For instance, when a customer calls about a missed pick-up, Allied's CSR assures them their trash will be picked up promptly and thanks them for calling. Customers will receive a friendly reminder regarding setout hours in the event the missed pick-up was due to a late set-out by the customer. This friendly approach generally mitigates future calls and prevents unnecessary complaints to the City.
- 4. Train all Allied employees in customer service.** To ensure a high level of quality service, every Allied employee—whether a driver, administrative, or manager—is trained in customer service. This ensures all customer interactions, whether internal or external, are processed efficiently, professionally and up to Allied's standards. Employees are evaluated annually on their performance in this area. Allied's extensive training program includes annual training for CSR's and staff.



Customer Service Standards

1. CSRs will process and accurately enter to our customer management program, InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis and we will provide error-free invoices.
2. All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the complaint), within eight business hours of the receipt. A closed loop process must exist in all instances.
3. Residential on-call service is provided on the same day requested if called in before 10 a.m. If after 10 a.m., the service will be provided the next day.
4. Clean, decaled containers and carts will be delivered and/or placed on time and exactly to Allied's customer requirements.



5. Customer site conditions left in a clean, orderly fashion – litter picked up, lids and gates closed and locked, cans and carts are left neatly on the curb.
6. All dispatched services are completed on the day assigned with zero misses.

These Customer Service Standards are evaluated on a regular basis by the customer service manager and monthly reports can be generated for review. These reports are transparent and its results are shared the customer service team, local management and if necessary with our franchise partners. An example of Allied’s current customer experience report follows and shows we meet customer expectations 99 percent of the time.

CUSTOMER EXPERIENCE

Business Intelligence Reporting Service Commitment Summary Report, Sep 1, 2014 thru Nov 30, 2014

Service Commitment	# Opportunities	# Compliance	% Compliance	# Non-Compliance	% Non-Compliance
Commercial Missed Pick Up - Recovery	149	147	98.7%	2	1.3%
Commercial Container Delivery	201	199	99.0%	2	1.0%
Commercial Container Removal	138	136	98.6%	2	1.4%
Commercial Extra Pick Up	520	512	98.5%	8	1.5%
Commercial Container Exchange / Repair	259	258	99.6%	1	0.4%
Industrial On Call Request	2,136	2,125	99.5%	11	0.5%
Residential Missed Pick Up - Recovery	764	761	99.6%	3	0.4%
Residential Container Delivery	486	482	99.2%	4	0.8%
Residential Container Removal	331	326	98.5%	5	1.5%
Residential Container Exchange / Repair	342	333	97.4%	9	2.6%
TOTAL	5,326	5,279	99.1%	47	0.9%

Compliance = Opportunities Within Scheduled Completion Date
 Non-Compliance = Opportunities Beyond Scheduled Completion Date

Republic Services Proprietary/Confidential Company Information

Customer Service Staffing

Allied’s local call center is staffed by highly trained and experienced representatives who are experts when it comes to the city and our customers. Our Fresno call center is currently staffed with a total of three representatives. Due to the tenure and expertise of our customer service group, we average approximately 2.5 CSRs on the phone at all times.

Allied recognizes its CSRs play a vital role in customer satisfaction and their opinion of Allied and the communities it serves. How Allied CSRs conduct themselves on the telephone and how competently customer inquiries are handled is a direct reflection of the Company. Allied ensures CSRs answer customer calls courteously and professionally, using good diction and language. Our CSRs are trained and evaluated on their ability to handle stressful calls without losing control of the conversation. At Allied, management encourages CSRs to take ownership of customer interactions to drive customer advocacy through process resolution skills and with professionalism and respect. Allied’s local team of CSR’s receive ongoing training to enable them to resolve issues on the spot and drive first call resolutions.



Call Center Metrics

Allied is proud of the service it provides to customers. At a minimum, Allied's customer service standards are as follows, with the goal to continually exceed these metrics.

- Answer 80 percent of customer calls within an average of 25 seconds.
 - Have a call abandon rate of three percent or less.
 - To receive monitoring scores of 80 percent or greater. Calls are monitored for quality daily, and scored monthly.
- Allied utilizes a third-party vendor, Cicero Group, which conducts over 5,000 online and telephone surveys of industrial, commercial, and residential customers every quarter to assess customer satisfaction and determine ways in which the company can improve its service. The results are accessible real-time via a user-friendly database that allows district and division leaders to see how their group is performing and where they need to improve. Additionally, a feedback loop was put in place to enable Allied executives to be notified when significant complaints arise.

Cicero also conducts focus groups of current and potential customers to ascertain additional services that may be offered, how to price them, and how to best market the new services.

All new accounts started after the transition period will be personally contacted after their first service day to verify container delivery, driver courtesy and answer any questions.

Call Management

- Inbound/Outbound calls are tracked by the CISCO phone system.
- CISCO allows Allied to create reports that fit our needs to better serve our customer
- Reports can be compiled by several different specifications (i.e. inbound calls by half hour allows us to see where we may need more staffing for a certain time of day or which hunt group is busiest).

We make it a regular practice to evaluate CSR performance and monitor calls. If there are concerns or performance issues with a CSR, we have the ability to record their calls to use for coaching or performance improvement plans.

To ensure that the average speed of answer is maintained during peak call volume intervals:

- Only one CSR is scheduled for vacation at any given time, ensuring maximum phone coverage for customers.
- No vacations are scheduled the week before or the week of special events. Phone reports will be run to analyze the trend of high call volume so staffing adjustments can be made.

Customer Service During Transition

Selecting Allied to remain as Clovis' service provider will avoid the challenges that come with transition. Customers can rest assured that any changes to the collection program upon commencement of the new franchise will be handled expertly. Allied's customer service department is known for its organized and systematic planning and implementation of any new services with particular emphasis on a high degree of communication between us, City staff and our residential and commercial customers prior to, during, and after the start of any adjustments to service. This is emblematic of our commitment to excellence in customer experience. Allied prepares a comprehensive program plan that details the duties and responsibilities among the various key employees.

Management and Customer Service Systems

Allied's customer management system, InfoPro, is a fully integrated system that provides the information base in order to operate the hauling divisions on a day-to-day basis. This system has been programmed entirely in house, with a platform of the IBM I-Series, and the programming language of RPG. The InfoPro system has been in place at Allied divisions for 20 years and is used company-wide. Specific to the City of Clovis, InfoPro is used primarily for commercial recycling and food waste customers.



The system is divided into several modules. The majority of the modules within InfoPro are driven by the information within the Customer Maintenance module. There is a high level of data flow and interaction between the different modules thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point history files are updated, charges are generated for customers, production values are updated, container inventory is updated, preventative vehicle maintenance values are calculated. The primary modules are as follows:

Customer Maintenance

As previously noted, the City of Clovis manages residential customer calls and communicates with Allied through an ongoing log that is emailed directly to the Customer Service Manager. Notes are added into the customer account via InfoPro which are then routed directly to dispatch. The customer concern is normally managed within the same day.



Customer Service

This module is used by our CSRs to allow easy access to almost any part of the InfoPro system so that they can answer customer inquiries without forwarding calls, detaining the customer, or interrupting other staff members. Access to the customer's service history, billing history, next service date, requested services already entered, charges to be invoiced, the entire customer maintenance module and accounts receivable is available. Call-in service requests are entered here and automatically forwarded to the dispatching system. System issues are entered and permanently recorded against that customer's record, which are the foundation of multiple different customer service reports.

Routing

From the information keyed into customer maintenance, a routing record is created within the routing system for permanent routing (for commercial accounts). The routing system has been developed to maximize efficiency through automated grid routing. Major and minor days of service, depending on the customers service address GPS, are highlighted for ease of routing. Route maintenance is also made easy by the search capabilities, which are included in order to locate a service location. Transferring stops from one route to another, moving and inserting stops are all done with a few keystrokes.

The route maintenance allows for standard service times, distances, weights, lifts, yards, trips, and operating hours to be entered, to produce a baseline in which the daily route may be measured against for productivity results.

Creation of route sheets is flexible enough to allow for route sheets to be created for today, tomorrow, or next week if necessary. Single routes, same lines of business routes, or all routes may be created independent of one another. Route sheets may be created and sent to a truck's onboard computer system. Route sheets can certainly be printed however Allied rarely, if ever prints hard copies.

Collection schedule changes are either communicated by postcard notification or direct phone contact by customer service team.



Dispatch

The dispatch module allows for the real time daily dispatching of permanent routes, and container delivery routes to take place. After a route is created within routing, the dispatcher can access this route to proceed with that day's dispatching activities. The same capability of transferring, moving and inserting stops exists here as in the route maintenance. Within dispatch, stops can be flagged as no service or blocked, additional lifts added for a stop, call-ins added to a route, or supplemental services can be flagged as well. Once entered, this information for regular lifts, additional lifts, supplemental services, blocks and no service is automatically sent to the billing system for accurate billing.

- Multiple system edits are in place to ensure that correct service times and weights are keyed in by dispatchers, in order to produce accurate invoicing. These values are also the basis of several of the productivity reports.
- All landfill weights and times keyed by driver and verified by dispatch then automatically moved to the disposal production reports and to the disposal reconciliation area.
- All vehicle times and mileages are entered into the onboard computer system and verified by dispatch.
- Dispatch information is easily accessible by the customer service function to allow for real time information.

Route Model

Allied is committed to working closely with the City of Clovis to maintain synchronized routes (collection on the same day) with residential City solid waste collection. We work in tandem with the City's routes, based on maps provided by the City, to indicate where our drivers will be servicing on a given day. Allied will continue to partner with the City and follow its collection routes if awarded the franchise agreement.

Divisional Management Protocol

This section is made up of descriptions of various Divisional Management protocol which provide local management with the tools to provide high level customer service in a timely and efficient manner. These protocol are supported by a reporting system that aids in the overall management of the division and customer needs.

Customer Requests/Record Management

Daily logs of all complaints and inquiries will be retained for a minimum of 36 months. Allied will maintain and retain customer service center records which, at a minimum, include the following customer service center statistics:

1. Number of calls received and answered on a daily and monthly basis;
2. Number of abandoned (dropped) calls on a daily and monthly basis as well as the
3. Average abandoned time (i.e., hold time before abandoning call);
4. Percentage of calls answered by a person within twenty five (25) seconds on a daily
5. and monthly basis;
6. Number of complaints and inquiries received on a daily and monthly basis;
7. Number of responses sent from the customer service department to customers on a monthly basis, including the number and percentage of complaint and inquiry emails or submissions through the website that received responses either:
 1. before close of business on the day received or
 2. by the close of business on the following day.





Vehicle Maintenance

Allied utilizes vehicle maintenance module system Dossier. All pertinent information regarding vehicles are entered in this module, such as the vehicle make, model, serial number, number of axles, axle capacity, engine number, odometer reading, fuel tank capacity, and so forth. Preventative maintenance hours are tracked and reports produced in order to ensure vehicle maintenance is done at the appropriate time on the vehicle. Work done against a vehicle is recorded and broken down into labor, parts and outside repairs. Reports can be generated in order to analyze expenses against a vehicle, work done, mechanics hours, and fuel consumed.

Production Reports

This module includes:

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report
- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late set-out, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

Allied will collect late set-outs upon notification by the customer on the first instance of violation as a courtesy without any additional charge. After a second instance, the driver contacts dispatch (via Fleetmind or directly) and the dispatcher enters the information in the customer file to maintain a record of late setouts and actions taken by drivers (this occurs remotely through Fleetmind).

To provide an efficient and effective mechanism to monitor the work orders, an administrative assistant will print a summary report of all open work orders daily and distribute such to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Containers in Need of Repair, Replacement, or Exchange

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor



vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

Improperly Prepared Setouts

If the customer sets out containers that include nonconforming materials, Allied will leave a non-collection notice. As an enhancement and to mitigate frustration on the part of the customer, Allied proposes to collect nonconforming materials on the first instance of occurrence and leave a courtesy notice provided the non-conforming materials do not contain hazardous materials/substances, or pose physical risk to the driver. The courtesy notice will describe the type of occurrence and will warn the customer that in the future the container will not be collected if it contains non-conforming materials. In the event of subsequent occurrences, the material will not be collected and a notice will be left on the container identifying the reason(s) for non-collection. After leaving the notice on the container, the driver will make a note for the customer service department (either through Fleetmind or on their route sheet) and explain the action taken. The CSR fielding the call will enter this information in the customer file to maintain a record of non-conforming setouts and the actions taken by the driver.

Noise complaints

CSR notes any received noise complaint from customers and informs operations. Route supervisors immediately contact driver and take appropriate action to ensure drivers are operating within authorized collection times. CSR contacts customers and reports action taken.

Traffic and Sidewalk Obstruction During Collection

In the event that there is a traffic and sidewalk obstruction that prevents collection vehicles from serving the customer, the following steps are taken:

- The driver immediately reports the situation to the route supervisor and dispatch, identifying the problem and the affected service addresses. The driver then proceeds safely around the obstruction on an alternative route to continue collection on the remainder of the route.
 - Next, the driver discerns whether or not they believe the obstruction is temporary and enters this information into the onboard computer system (OBC) and if he will be able to return at the end of the route, or whether collection will take place that day, or whether a double-collection should be scheduled for the following scheduled collection day at no additional charge.
- Customer service or the supervisor will attempt to contact all customers to advise them of any service change.
 - The CSR will attempt to contact every affected service address as well as the City to inform them of the situation, the method of resolution, and estimated time of collection.



Graffiti

Drivers are required to report instances of graffiti immediately via Fleetmind or on their route sheets. Dispatch notifies customer service and a work order is placed for maintenance staff to visit the customer site to remove graffiti or remove and replace the marked container. Reports of graffiti on enclosures or buildings are noted on the customer account and the City will be notified the same day.

Miscellaneous service requests, including requests for extra pick-ups

Extra service requests are generated through customer service for the date requested by customer. Same day requests are available until noon, Monday through Friday and next day or future requests for miscellaneous service requests. The requests are submitted electronically through InfoPro and, once completed transfer to dispatch. Dispatch sends same day requests to appropriate route. Future requests are keyed in InfoPro to the appropriate future route.



Vehicle number providing specific collection

All Allied vehicles are uniquely numbered according to type of vehicle. The same route vehicle is used each day on the same assigned route. If another vehicle is used due to mechanical or due to scheduled maintenance, the replacement vehicle is logged into the routing system so a vehicle can be identified at a specific customer on a specific date and time.

How data entry errors are avoided

Three staff members, at a minimum, review all customer service data at the close of each day to correct any possible errors. Additionally, the accounting department receives and reviews all data as well. Quarterly audits are also performed on all customer accounts to minimize data errors.

MyResource

In Allied's continuing effort to be at the forefront of customer service, we now offer customers an online portal, MyResource, available to help customers manage their accounts whenever they want, wherever they are. MyResource lets customers do things like:

- Manage Accounts
- Pay Bills
- Schedule Pickups
- Add New Services

To start using MyResource, customers only need to visit www.republicservices.com and click on the "Sign up for My Resource" icon.



2.9 Electronic Monitoring and Communication System

Allied can easily provide Clovis staff read-only access to our customer service system through an application we call the Customer Web Portal. This gives the City access to key customer information such as rates, services history, service levels, accounts receivable, billing information, site information and notes. This system meets the needs of many of our customers who request access to a group or grouping of customers including the cities of Fremont, San Jose, Newark, Daly City and the Central Contra Costa Solid Waste Authority.

2.10 Environmental Issues

California Air Resources Board Waste Collection Vehicle Regulation



Allied is committed to being part of the environmental solution by creating better and cleaner environmental programs through fresh thinking and innovative solutions. Within our nationwide fleet, we are strongly committed to incorporating natural gas vehicles. We now operate more than 1,800 natural gas trucks across the country and 400 more are on the way. Allied/Republic also operates 31 fueling stations nationwide with plans to build eight more.

Over time, Allied intends to replace existing diesel trucks with compressed natural gas (CNG) or Liquid Natural Gas (LNG) powered vehicle. Additionally, Allied is also

considering plans to build a CNG or LNG fueling structure with the appropriate amount of fueling stations. This station will be located at 5501 W. Golden State Blvd, at our Fresno location.

There are plenty of reasons to be excited about our investment in alternative fuel vehicles. Not only are these trucks much quieter on the streets – a huge benefit for trucks that are often on the roads during early hours of the day – but they are much better for the environment. CNG or LNG are cleaner burning fuels, so fewer emissions are released into the air. Combine these benefits with strong customer demand and a better overall truck for our drivers, and natural gas is a win-win.

Allied is serious about reducing diesel fuel consumption wherever possible, and leaving a cleaner and healthier community. Our trucks, like other waste and recycling vehicles, have high fuel consumption – 30 to 50 gallons per day. When you're using that much fuel for each truck, saving \$2.00 a gallon adds up. Additionally, our trucks always return to the yard at night. This means we only need one fueling station per location, and we have the added benefit of using time-fill stations.

A time-fill station is designed to fuel a set number of gallons over a specific time. Stations are programmed to run in the evening during non-peak hours, which reduces energy consumption and the trucks are parked in the yard, not in use. Time-fill is a more effective, lower cost option and the best solution for Allied and Clovis. Drivers then connect their trucks to the time-fill hoses, lock them in place and walk away. When the drivers return to work in the morning, their trucks are fully fueled and ready to provide collection service.



“Allied is enthusiastic about continuing our partnership with Clovis to create new programs to achieve its environmental goals”

Hazardous Materials Management

Allied employs a rigorous hazardous materials management screening program at both the Rice Road and Newby Island facilities. Safety of our employees is of top importance and we ensure that all staff members are trained to identify and manage any occurrence of hazardous materials in our loads. Please see Attachment 4 for hazardous materials management plans for both facilities.

2.11 Public Education and Outreach Plan

Allied is committed to working in partnership with Clovis to develop and disseminate effective, targeted public education and promotional materials on a regular basis to all customers as part of a larger effort to achieve the City’s environmental goals.

Allied brings a proactive, integrated approach to its customer communications and will use a variety of methods, such as direct mail, posters, media relations, special events, reply and opt-in emails, website and other methods as appropriate, to convey service and recycling messages to reach various audiences. We have extensive experience designing and implementing customized education and outreach programs for residential, multi-family and commercial customers that effectively promote recycling and increase diversion.

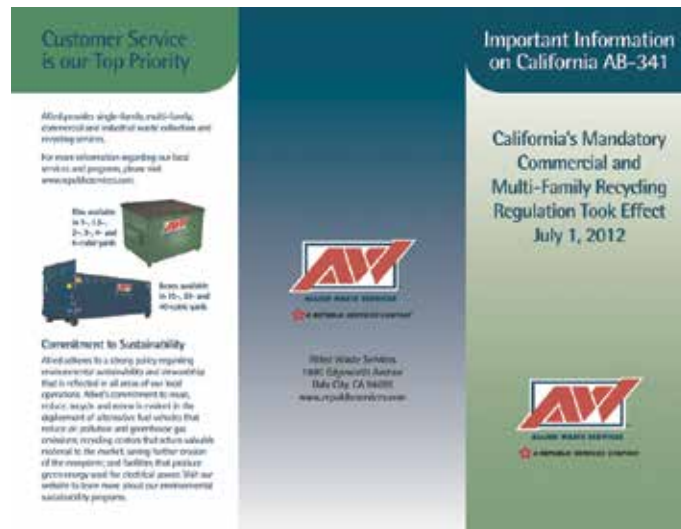
The goal of Allied’s Public Education and Outreach Program in Clovis is to increase recycling participation by engaging community groups and business associations and by directly educating local residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and State recycling requirements such as AB 341 and AB 1826.

Allied is enthusiastic about continuing our partnership with Clovis to create new programs to achieve its environmental goals. To that end, Allied has arranged to license Cascadia Consulting Group’s proprietary tool, the Eco Diversion Calculator, to assist with outreach and technical assistance. The tool will allow Allied’s Diversion Coordinators to focus on the education and training for MFD and commercial organics customers to promote the new organics programs and additional source separated recyclables diversion.

Our use of Cascadia Consulting Group will be as a licensee in terms of their software but also to assist in the initial screening of commercial customers for organics diversion opportunities. Additionally, they offer extensive experience, most specifically in the area of waste characterization and consultation on production of creative and effective outreach

materials and tools. Cascadia brings nearly 20 years of experience designing, implementing, and refining commercial technical assistance programs that continue to get results for cities such as Seattle, San Francisco, and Portland. More detailed information on Cascadia can be found in below.

As noted previously, the implementation of all new programs will be done in a manner that is consistent with the City’s goals for solid waste management and in line with their needs as managers of solid waste facilities that they are responsible for maintaining.



Go beyond recycling and provide comprehensive sustainability services – In addition to offering recycling-related services, Allied plans to equip customers in Clovis with the tools to tackle other important environmental opportunities such as source reduction, environmentally preferable purchasing, resource conservation, sustainability, and mitigating climate change impacts. This strategy will be guided by State mandatory recycling requirements such as AB 341 and AB 1826.

Allied's recycling representatives will reach out to community leaders to become advocates for recycling. First we will encourage them to "walk the talk" by showing that they and their organizations are active participants, then by asking them to participate in community events with Allied.

Other elements of our messaging strategy include:

- Terminology – It is important to use words that the public understands, and avoid industry jargon. Prior to developing outreach materials, Allied will meet with Clovis staff to decide on preferred terminology.
- Limited Text – Writing clearly will enhance key message comprehension and retention. Avoiding use of excessive text, using simpler words, and eliminating redundancy are key to Allied's plan for effective collateral development.
- Use of Graphics – Messaging has moved from long "Yes, No" lists, to full-color photos and catchy graphics, especially in items designed to appeal to children. The use of blue to indicate recyclables and green for organics is becoming more widely accepted.
- Easy-to-read – Nearly every focus group review of outreach and marketing collateral reminds us that the usage of simple font in an appropriate text size is critical to the production of easy-to-read documents.

Overall Public Outreach Program

Allied is committed to working in partnership with Clovis to develop and distribute effective, targeted public outreach and promotional materials on a regular basis to all of our customers. We bring a proactive, integrated approach to our customer communications. We use a wide variety of methods to convey specific messages designed to reach various audiences, as one message never reaches everyone. Messaging will include bill inserts, direct mail, posters, paid advertising, media relations, special community events, opt-in emails, our website and other methods as appropriate. All outreach materials will be produced in English and Spanish. Additionally, messaging will be culturally-appropriate for our customers. Allied will prepare outreach materials in other languages as requested by Clovis, as we maintain an ongoing contact for translation services.

Outreach Campaign Components

The following collateral materials comprise the general components of Allied's public education and outreach plan, organized by generator type. Should a component be one created specifically for the transition period only, it is indicated below.

Program Campaign Components

The following components will be part of the collateral materials Allied develops for all customers. Distinct versions of all materials listed will be developed and tailored to meet the various generators to be serviced under this contract: single-family, multi-family, and commercial. All Allied materials have a professional, branded look and feel which will achieve a level of recognition and familiarity among our customers. We always ensure a minimum of 10 percent overrun of printed materials for any additional distribution and outreach material will be available for download on www.republicservices.com/site/fresno as appropriate.

Staffing

To accomplish all of the activities described in our Outreach Plan, Allied will utilize the one full time Community Relations/Public Education Manager who will be 100 percent dedicated to the Clovis contract (40 plus hours per week), especially focused on special events and outreach to multi-family, commercial and schools.



Budget

The proposed budget for public education and outreach on an annual basis is approximately \$43,000, not including compensation for the Community Relations/Public Outreach Manager.

Samples of outreach pieces currently distributed in Clovis and in other Allied service areas in the Bay Area are found in Attachment 3.

Door Hanger/Initial Mailing

Allied will, in advance of the contract start date and in accordance with the finalized Agreement, will mail an initial brochure to all customers explaining collection programs. The mailing will describe program changes, route changes, dates of program implementation, recycling and diversion programs available, special services available, the holiday collection schedule, proper handling and disposal of HHW and Allied contact information. The initial mailing will be tailored to meet the collection specifics of each generator type.

Quarterly Newsletters

Allied proposes to use quarterly newsletters as an opportunity to provide informative and engaging information (e.g. special collection events, resources for disposing of household hazardous waste, e-waste recycling options, AB 341/AB 1826 mandates and the benefits of recycling and resource conservation). Allied will incorporate special articles into each newsletter, from spotlighting green businesses in May to reminding residents to compost their pumpkins in October. Additionally, we propose to dedicate a portion of the newsletter to our younger recyclers; from waste prevention word searches to recycling quizzes, we want to engage family members of all ages.

Since a growing portion of the population prefers digital over paper, Allied proposes to provide both paper and electronic newsletter options. Allied maintains a database of customer email addresses, provided by customers who prefer to receive services electronic correspondence. These customers will receive electronic newsletters instead of paper.



The benefits of providing an electronic newsletter option

are two-fold. We will accommodate customer preferences, but electronic newsletters will also enable us to learn more about the effectiveness of our articles—for example, e-newsletters provide data regarding open rates, read rates for each article, and forward information—allowing us to understand what matters most to customers and tailor future outreach efforts.



Corrective Action Notice (Oops Tag)

Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service.

Although this element will not be used during the initial transition period, Republic's Corrective Action Notice, or Oops Tag, will be utilized in one of two ways, depending upon Clovis' preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and Corrective Action Notices issued during collections in that month. The one exception to limited Corrective Action Notice distribution would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, Corrective Action Notices will be used whenever a collection is unacceptable for health and safety reasons or due to an unpermissible level of contamination is observed in either the recyclables or yard waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as trash. When drivers turn in their Corrective Action Notices, the information is entered into a database and used for detecting behavioral patterns or trends that need correcting via Allied's public education and outreach program. The form can be revised based on Clovis' input. We recognize the need to not only educate our customers on proper set-out and recycling procedures, but to also reward customers when they get it right. In addition to Oops Tags, we want to acknowledge customers with "Good Job" notices will be distributed to those who do an exemplary job of recycling all of the materials they can.



Website – www.republicservices.com/site/fresno



Allied's local website is designed to be a one-stop resource for news, information, and education on collection, recycling, transfer, and disposal services, providing in-depth information on residential and commercial programs, downloadable outreach information and environmental initiatives. The current website will be updated to include even more tips and resources for maximizing curbside recycling, information for commercial customers to boost diversion rates, and specifics on how to responsibly dispose of e-waste, hazardous household materials, and other environmentally harmful materials. Allied's website already enables customers

to view their collection schedule by simply typing in the service address, securely pay their bill online, and identify who to contact at Allied with service requests questions. The website will also include a Kids' Place section featuring activities designed for children to learn more about the environment and recycling using puzzles, games, and word searches.



Additional ways Allied plans to engage residential customers and maximize diversion include:

Green Family Spotlight

Partner with a local media outlet such as radio, TV or newspaper (AM news segments work well for this) to create a monthly “green family spotlight” promoting local families that have submitted a story/tip on living green. If local media is cost-prohibitive, we will spotlight the family using social media outlets, Allied’s webpage, quarterly residential newsletters, and the City website. In order to accomplish this, Allied will provide information to residents letting them know of this opportunity, create an outreach piece that describes the program and review all of the applications to see which families would be a perfect fit. Once the families are chosen, Allied will write up the spotlight and place it in appropriate media locations.

Allied currently places bi-monthly public outreach ads in the Clovis Round-Up and the Green Family Spotlight can easily be woven into this media.

Senior Citizen Recycling Ambassador

Allied recognizes the importance of utilizing community figures who love where they live, have time to help, and are looked upon as leaders in their community. As such, Allied will identify senior citizens in the community who would like to become green stewards and help move Clovis towards zero waste. This ambassador program will recruit, train, and support recycling outreach by using these individuals during community gatherings, art and wine festivals, trainings at senior centers, and other activities as appropriate.

We will work collaboratively with Clovis staff to design and implement this program and will use mailings, newsletters, and press outreach efforts to promote the Senior Citizen Recycling Ambassador program during implementation and throughout the program.

Multi-Family and Commercial Technical Assistance

Multi-Family Outreach Program

Allied recognizes the importance of providing MFD customers with the opportunity to participate in a successful recycling program, especially with the advent of State recycling mandates. For this reason, we propose to build off our already established relationships with property owners, managers and HOA to offer them the resources and assistance necessary to maximize participation and diversion results. By touching every customer, but beginning with a concentration on high volume generators, we anticipate a significant increase in recycling participation. In cases where more assistance might be required, Allied local office employs a team of recycling representatives who will be available to provide support as needed.

Maintaining ongoing success of MFD recycling programs requires a significant amount of focus on each location as well as creative ideas to keep the stakeholders engaged. To that end, Allied intends to involve Cascadia to supplement our outreach efforts to achieve the high diversion levels Clovis expects by assisting with training Allied staff and utilizing Cascadia’s unique EcoDiversion Calculator. When it comes to environmental programs and education, we appreciate the opportunity to put the best minds in the industry together to achieve outstanding results. With Allied and Cascadia working in partnership the only outcome is success.

Allied understands that the success of a multi-family recycling program is contingent on achieving the following:

- Gaining the support of resident managers or associations in larger complexes.
- Educating a relatively transient population on a continuous basis.
- Getting commitment from the renting population.
- Finding adequate storage space for central collection containers, as well as storage within the individual units.
- Distance between rental units and the central collection locations.
- Contamination issues.



To address these potential barriers, Allied will reach out to property managers and residents of multi-family units, and provide service and recycling information using direct mail, recycling totes, events on-site, delivery of door hangers and posters and any other means to create a successful program. Our recycling representatives will conduct on-site visits and waste assessments and be available via telephone and email. High volume customers will be initially targeted, but smaller complexes in the same vicinity will also be contacted so time efficiency and maximization occurs. This will also be beneficial for customers that need additional assistance and require multiple visits.

Additional support for our recycling programs include:

Multi-Family Property Manager Focus Groups

Allied works closely with the property managers and tenants of the multi-family dwellings (MFDs) within the City of Clovis, but recognizes that high turnover does occur and that it would be beneficial to revisit all multi-family properties to assess the changing needs of the property managers (PMs) and tenants. In order to accomplish this, we propose working with multi-family property managers to determine the most effective communication methods to reach property managers, identify incentives that would encourage PMs to invest time in the expansion of recycling programs at their properties, and identify and/or review resources/educational needs to make it easier for PMs to communicate with residents about recycling.

To help with this process, Allied will conduct a series of property manager focus groups prior to contract implementation. Recruitment efforts will focus on attracting a diverse group of participants that represent the various multi-family scenarios (e.g., building size, resident demographics, and owner versus contract property manager structures). Focus group results will help shape and fine-tune the multi-family outreach strategies presented in this proposal while also providing information regarding the effectiveness of existing outreach strategies and materials.

Multi-Family Recycling Champion

Multi-family recycling champion or ambassador programs recruit, train, and support recycling outreach efforts of volunteer multi-family residents and onsite managers. Such programs have grown in popularity in recent years. Municipalities in the United States and abroad have implemented similar programs, which center on the identification of an onsite multi-family resident or manager that has an interest in volunteering a small amount of time to help his or her neighbors to increase recycling. Efforts often made by onsite volunteers include:

- Posting and maintaining clear signage and educational posters
- Keeping an eye on shared recycling and garbage containers to identify contamination issues and note specific items of confusion
- Presenting recycling information at resident meetings or hosting a recycling information night
- Serving as an on-site contact for coordination, with additional education and outreach resources and programs provided by haulers and municipalities

Allied will implement a citywide, ongoing multi-family recycling champion program that incorporates best practices and lessons learned from similar programs. For example, similar champion programs have indicated that keeping on-site recycling champions engaged is key to producing diversion results. Allied proposes to conduct an annual competition among recycling champions that will reward and incentivize champions who increase recycling at their properties.

We will work collaboratively with Clovis staff to design and implement this program and will use mailings, newsletters, and press outreach efforts to promote the recycling champion program during implementation and throughout the program.



Development of “Recycling Welcome Kit” for New Multi-Family Residents

Allied will develop recycling welcome kits for property managers to distribute to residents upon lease agreement. Allied will also place outreach materials under the door of each apartment twice a year to further increase awareness of the



recycling program and help remind tenants. With information gathered through property manager focus groups, Allied proposes to provide a comprehensive set of resources that may include:

- A recycling commitment pledge form requiring resident signature and commitment to recycle
- A reusable recycling tote bag to transport recyclables to shared containers (this tote bag will have an explanation of the acceptable/not-acceptable material list and may include information on wet/dry services if chosen)
- Recycling guidelines, such as a move-in/move-out resources guide with information on how to dispose of bulky items
- Local options for donating usable items

In addition, Allied proposes the development of resources that can be easily edited or customized by property managers, including identifying the location of recycling and garbage containers/enclosures, information regarding who to contact if the containers are full or overflowing, and how to notify property management of illegal dumping concerns.

Annual Multi-Family Resident Newsletter

Depending solely upon a property manager or building owner to disseminate key recycling information and resources to multi-family residents is ineffective. Unlike single-family residents, multi-family residents have traditionally received limited direct communication or educational materials about the recycling collection programs available at their property. Allied proposes to send multi-family residents an annual newsletter with information regarding recycling and resource conservation; tips for disposing of bulky items when moving; and promotion of our recycling champion program and other multi-family specific collection services, resources, and programs. Similar to our single-family newsletter, Allied also suggests the inclusion of kid-friendly content such as recycling word searches or a waste prevention crossword puzzle.





MFD-To-MFD Recycling Challenge

This MFD-to-MFD recycling and/or waste reduction challenge would provide a competition between multi-family dwellings to see who can achieve higher diversion with community grants for local improvements available to those MFDs that win. This competition would be developed to encourage MFDs to recycle and compost more by tracking the volume levels of their trash, recycling and compost containers. In order to do this, Allied will offer to all MFDs an opportunity to participate in the challenge and will include only those that are active in their recycling program and have low contamination levels. Once the MFDs are identified, Allied will provide a competition guideline including timeline, tracking sheet, outreach pieces and specific instructions to help increase participation. After the competition is completed, Allied will review results and identify the winning MFD, which will be highlighted in newsletters and on the website.

Green Community Certified

Develop a multi-family green certification program with various educational, resident engagement, and infrastructure/service requirements. Property managers that attain "green community" certification receive special promotion/recognition through paid and earned media, incentives and the use of "green community certified" marketing rights. In order to accomplish this and in cooperation with the City, Allied will put together green guidelines informing all MFDs of the opportunity to become a green MFD. Those MFDs that apply will need to meet strict standards on a regular basis in order to be certified. Once certified, they will be provided with a certificate that recognizes them as a green MFD, will be acknowledged by the City, and will be highlighted on the website and in the quarterly newsletter.



Outreach and Program Tool Distribution

Allied will provide a variety of tools for multi-family dwellings to assist with active participation and increase diversion. Research has shown by providing different tools for a program to help with incentivizing and making a program easier will increase diversion. To that extent, Allied will provide the following tools:

- **Recycling Totes:** On commencement of the contract, all property managers and owners will be contacted by Allied to determine the number of Recycling Totes they will need for distribution to their residents. Multi-family Totes will include “Recycling How-To” information in English and Spanish and a list of acceptable Targeted Recyclable Materials as part of the new single-stream recycling program.
- **Kitchen Pails:** For apartments that subscribe to organics collection services, Allied will, on request, deliver “Green Your Kitchen” kits to property managers for distribution to their tenants. The kits will include a countertop organics recycling pail, consumer information sheets on organics recycling, how and why residents should participate, and a list of acceptable plant and food scrap organic materials.
- **Battery Buckets:** Through direct multi-family customer communications, Allied will make appropriate arrangements for the placement of battery, cell phone and CFL recycling receptacles—Allied “Bat Buckets”—that can serve the needs of the entire MFD complex. Allied will communicate with property managers to determine the most convenient and environmentally responsible placement of Bat Bucket location(s) within the MFD complex, and will provide educational information and additional Bat Buckets within five working days of property manager’s request.
- **On-Going Technical Support:** Allied recycling staff will provide on-going technical support to apartment managers to increase recycling at apartment complexes.



Door-to-Door Outreach Distribution

Allied will provide door-to-door delivery of multi-family recycling totes and organics kitchen pails during contract implementation with contractually agreed upon public educational materials. Allied staff and Cascadia will distribute the outreach materials and talk with residents that are home to explain the program and answer any questions they may have.

Complex Manager Information

An information packet will be developed especially for multi-family complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling, and yard waste collection services, but will also include information on special services such as holiday tree and bulky item collection services, rate changes State mandatory recycling requirements; proper handling of hazardous material, E-waste, U-waste; move-in/move out information for distribution to residents. Complex managers will receive this general information annually or upon request.

Container Labels



Containers will be labeled with Allied contact information that are proportionally sized. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display an in-mold label describing acceptable contents. All labels will employ simple line graphics to convey general messages.



Collection Point Posters

It is common to receive requests from multi-family managers for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be distributed and/or displayed by Allied at collection points, with complex permission, just prior to transition between contractors. Route supervisors and the recycling representative will inspect collection points to ensure collection point signage (including container labels) is maintained.

Compliance

Allied will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 and AB 1826 compliance and will implement a plan that supports and educates State requirements to our multi-family and commercial customers. The implementation plan will include updating our website and print materials with information pertaining to the mandatory requirements. Allied has partnered with its other local service areas to promote and meet mandatory recycling requirements with success.

Commercial Technical Assistance Program

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, so that staff time to manage wastes is not increased. Knowing this, Allied's recycling representative will emphasize these points during the initial recycling opportunity assessments with support from Cascadia Consulting. Outreach materials will be combined in a manner that addresses customer need, and will be submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between Allied and business managers during the initial assessment process.

Informational Flyers & Posters

Allied will develop an informational flyer addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like. All flyers will emphasize State mandatory recycling requirements.

Container Labels

FEL bins or commercial carts will be labeled in the same manner described above.



Recycling Workshops

As mentioned in MFD program components above, recycling workshops will be offered to those businesses with a need for, or that request such a service. In addition, workshops will be offered to business associations, Chamber of Commerce, Rotary and any other applicable or interested organizations.



Miscellaneous Collateral Materials

It has been Allied's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. Allied is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, it is within our power to produce an item that will make recycling programs a success. Allied will produce these items in-house.

Allied promotes the concepts diverting waste from landfill, waste reduction, reuse, recycling, and composting, as well as promoting the safe disposal of waste that cannot be diverted.

Our team of recycling representatives is critical to delivering these messages. The team will target its initial educational efforts on high-volume waste generators and work directly with owners/property managers. Allied will also include the following approaches to ensuring the highest levels of commercial customer education, awareness and satisfaction:

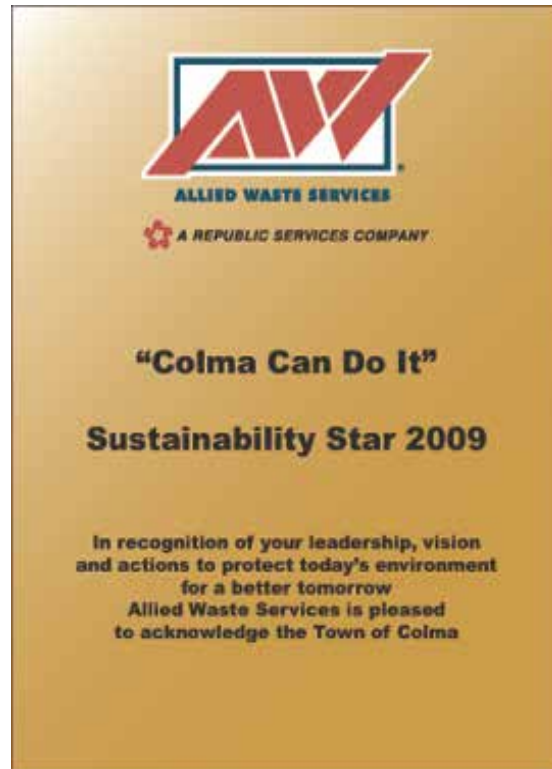
- Waste Audits and Technical Assistance-Allied will continually track and monitor participation and contamination. Whenever issues are identified, we will provide appropriate solutions at the customer level, including but not limited to, personal phone calls, emails and on-site visits. Cascadia Consulting will provide significant support during waste audits, not only because of their years of experience but also because of their unique waste characterization tools and reports.
- Once a year, Allied will invite its largest commercial customers to a hosted Recycling Workshop, to discuss program strategies to recover Targeted Recyclables Materials, and distribute recycling information kits to attendees.
- Janitorial and Food Service Employee Training Programs - Allied will offer training for in-house and contracted janitorial companies, including multi-lingual educational materials and presentations to educate janitorial employees on recycling options, how to minimizing contamination, set-out procedures, and other recycling information.
- Green Business Program – Information on How to Become a Certified Green Business will be provided and promoted. The recycle representative will be available to assist the business with their certification if they are interested.
- AB 341 And AB 1826 Outreach – Notify customers twice a year of the requirements and benefits of AB 341 and AB 1826. Customers will receive a thank you for fulfilling their requirements in maintaining a recycling program.
- Seal of Sustainability Award - Allied will award commercial customers who have increased their recycling service levels by 10 percent or more with a "Seal of Sustainability" decal recognizing their achievement and commitment to the environment and "greening" their community. Allied will announce the recipients of the annual Seal of Sustainability via news releases, website, and newsletter.



“Allied is enthusiastic about continuing our 25 year partnership with Clovis to create new programs to achieve the City’s diversion goals”

Additional ways Allied plans to engage commercial customers and maximize diversion include:

Business Recycling Recognition



This program will include a competition between businesses to reduce waste and increase diversion of recyclable and compostable materials. In addition, Allied will produce and make available on its website case studies that inspire other businesses to take action. Allied’s website provides customers with service information, recycling guidelines, how to sustain a green business, and more. Upon award of the contract, Allied’s website will be updated and become a tool customers can use to succeed in their recycling efforts.

Green Business Ambassador Training and Engagement Program

This will offer a training program for conservation ambassadors within the Clovis business community in exchange for their time educating others in their industry on sustainable business issues. These champions could also be encouraged to get their peers to participate in recycling and organics programs. Champions who successfully complete the training and their volunteer hours would receive a certificate of recognition from the Clovis.

Staffing

To accomplish all of the activities described in our Outreach Plan, Allied will employ one full time equivalent recycling representative who will be 100 percent dedicated to the Clovis contract (minimum 40 hours plus per week), especially focused on special events and outreach to multi-family, commercial and schools. These positions will work with our Municipal Services Manager for the Fresno operations, who will dedicate at least 10 hours per week to Clovis. The estimated hours of technical assistance that will be provided per account is 2 hours and the total annual hours for the technical assistance program is unlimited. Some customer appointments take longer than others for various reasons so it’s difficult to estimate the total technical assistant hours.

In an effort to achieve Clovis’ diversion goals, Allied will target all multi-family complexes for because this particular sector presents some unique challenges. The constant turn-over of tenants make multi-family dwellings a prime target for constant education and outreach. Communicating continuously and consistently, through Allied’s outreach manager, coupled with assistance from a proven partner such as Cascadia Consulting Group will allow us to blanket the multi-family sector in Clovis and will help to ensure that the City achieves their diversion goals.

Outreach and Technical Assistance Support

Allied is enthusiastic about continuing our 25 year partnership with Clovis to create new programs to achieve the environmental goals. As noted above, Allied has engaged Cascadia Consulting Group, to serve as our outreach and technical assistance partners for this project, most specifically in the area of waste characterization technical support. Cascadia brings nearly 20 years of experience designing, implementing, and refining commercial technical assistance programs that continue to get results for cities such as Seattle, San Francisco, and Portland.





Main Office

1109 First Avenue, Suite 400

Seattle, Washington 98101

Telephone: (206) 343-9759

Fax: (206) 343-9819

Local Office and Contact

San José Office

84 West Santa Clara Street, Suite 888

San José, California 95112

Telephone: (408) 249-4502

Fax: (408) 249-0681

Contact: Tracie Bills

Senior Associate

Cascadia Consulting Group

Telephone: (408) 249-4502

Email: Tracie@cascadiaconsulting.com

<http://www.cascadiaconsulting.com/>

Cascadia description

Cascadia Consulting Group (Cascadia) develops and implements innovative solutions to today's environmental challenges. Founded in 1993, we work with private- and public-sector clients to advance sustainability through recycling and materials management, climate change mitigation and adaptation, energy efficiency, and storm water pollution prevention. The Cascadia team brings both expertise and creative thinking to research and analysis, strategic planning, program design and implementation, and outreach and evaluation. With staff in Seattle, San Jose, Portland, and Tucson, we serve clients across the country and abroad. Our mission is to pioneer a sustainable future, making a positive difference for our clients, our community, and the environment.

Cascadia is a national leader in developing, implementing, and supporting effective diversion programs for commercial, single family, and multifamily sectors. Communities from coast to coast have relied on Cascadia to:

- conduct more than 100 baseline waste stream characterization studies
- provide technical assistance and innovative solutions to more than 12,500 businesses and multifamily properties, reusing, reducing, and recovering thousands of tons of valuable materials
- develop customized tracking and analytical tools for more efficient customer service, transparent program delivery, and real time progress reporting
- design effective high diversion and zero waste plans to boost materials reuse and recovery;
- provide objective, third party research on feedstock and technologies to inform long-term policy and planning
- support the development of new and emerging markets

Allied proposes to use the EcoDiversion® Calculator (EDC) developed by Cascadia, to further enhance commercial technical assistance. This Excel-based tool is used to facilitate more efficient commercial outreach activities. Cascadia will modify the EDC for this project in order to provide a customized tool for Clovis. This outreach tool efficiently





generates recommendations and calculates cost savings, tonnage reductions, and greenhouse gas savings from a single waste reduction and recycling site visit. It compiles useful reports for the business and for the service provider, while streamlining information that the outreach staff needs to communicate on-site.

Cascadia works with a broad array of clients including state and local governments, large and small businesses, airports, the hospitality industry, hospitals, schools, military bases, tribal councils, and parks to substantially reduce waste

at its source as well as its associated environmental impacts and costs. Our well-connected team brings experience working with every major metropolitan region along the West Coast—from Los Angeles, California to Vancouver, British Columbia—to assess potential, shape strategies, and implement community outreach programs to move toward ambitious waste reduction, recycling, composting, and “zero waste” targets.

Bios



Tracie Onstad Bills, Senior Associate, Senior Associate, has over 19 years of materials management experience including working for a hauler, a county government, a non-profit, and over seven years with materials management consulting firms. Tracie has provided commercial sector materials flow assessments, green events project management, construction and demolition (C&D) research, and recycling and waste management technical support to businesses throughout Northern California. Recent projects include mandatory recycling technical assistance for StopWaste, climate inventory submission for RethinkWaste, organics study for multi-family dwellings in San Francisco, mandatory organics research for the cities of

Fremont and Union City, anti-scavenging research for RethinkWaste, project management for 10,000 visual audits in San Jose for Allied Waste Services, auditing customer service and scale house operations for RethinkWaste, and assistance with green business certification program requirements related to solid waste reduction.



Hilary Near, Associate, provides leadership and expertise on resource conservation and management projects, building on almost a decade of environmental education and program development experience. Hilary collaborates with service providers, local governments, and businesses to implement waste reduction and recycling programs that support sustainable business practices. She is currently providing recycling and waste reduction technical assistance to the StopWaste.org Business Partnership Program in Alameda County, Ca. She developed and applied her program management skills in previous positions at San Francisco’s Zero Waste program at the Department of the Environment and at StopWaste.Org. Hilary is a certified LEED

Green Associate and Master Composter.



Emmanuel Nava, Project Assistant, focuses his efforts on providing recycling assistance to businesses in Alameda County through the StopWaste.org Partnership Program. Emmanuel brings previous experience from both the private and public sectors, having worked for Recology San Mateo County as a Diversion Auditor, for the San Francisco Department of the Environment as the Residential Zero Waste Associate, and for the R4 Recycling Program at University of California, Davis. In these roles, he has provided waste reduction and recycling assistance to residents, businesses, students, and university staff. He is a strong advocate for zero waste and currently serves as the Co-Director of the Zero Waste Youth Convergence, an

organization focused on building a zero waste network and exposing youth to opportunities available in the materials management industry.



Relevant Project Experience for Cascadia includes:

StopWaste.Org Business Partnership Technical Assistance Program

Alameda County Waste Management Authority, CA

On behalf of StopWaste.Org of Alameda County, Cascadia provides technical assistance for the Business Partnership program. Program goals include maximizing the diversion of recoverable materials and increasing compliance with the County's new mandatory recycling ordinance—at the lowest possible cost. With increased efficiency and effectiveness in mind, Cascadia has refreshed existing materials, created new tools, developed new protocols and initiated pilot efforts streamline services. We've also recruited, hired, and trained a multilingual outreach team to meet the County's diverse cultural needs. Under Cascadia's leadership, the StopWaste.Org Business Partnership has reached more than 1,000 businesses throughout the County. Working with a diverse spectrum of business types and sizes, including Chevron, McDonald's, The North Face, Ariat International, Tesla Motors, Sysco Foods, Reliance Metals, Western Digital, and Form Factor, the Partnership has completed 180 in-depth waste assessments, initiated 105 new waste reduction and diversion programs, and achieved more than 4,600 tons of new commercial sector diversion over 3 years.

City of Tucson Business Diversion Technical Assistance Program

City of Tucson, AZ

Beginning in 2010, the City of Tucson engaged Cascadia to manage a commercial outreach and technical assistance program with the goal of nearly doubling the city's commercial waste reduction and recycling participation. In three years, Cascadia conducted more than 470 onsite waste diversion and recycling opportunity assessments, providing detailed waste characterization audits and employee training sessions for business and multifamily customers and assisting with ARRA project outcome reporting. Cascadia trained employees to incorporate recycling smoothly into their individual, day-to-day work routines and represented the program in interviews with local television and print media—sharing the waste audit project, recycling news, programs, and opportunities with Tucson residents—as well as to organizations such as the Arizona Recycling Coalition, the U.S. Green Building Council, and the Tucson Green Chamber of Commerce. Finally, Cascadia conducted follow-up training to ensure program sustainability by enabling Environmental Services Department staff to continue providing on-site waste audits in-house. Key waste reduction and sustainable business achievements have included more than 50 new commercial recycling accounts, projected to save businesses \$41,000, divert 720 tons of waste, and eliminate 1,950 metric tons of carbon dioxide equivalents annually.

Multifamily Diversion Technical Assistance Pilot Program

WA Utilities and Transportation Commission (WUTC); Local Hauler; King and Snohomish Counties

On behalf of a local hauler and the WUTC, Cascadia conducted international case study research and coordinated on-the-ground field work in Snohomish and King Counties to inform the development and implementation of innovative multifamily recycling pilot projects. Through the research process—including literature reviews and on-the-ground, CBSM-based fieldwork, Cascadia identified a number of unique strategies that have achieved measurable improvements to outcomes and that could be applied locally. In 2013 and 2014, Cascadia has been working with the hauler and several consulting partners to design, implement, and evaluate a multifamily pilot projects in King County (focusing on the Hispanic-Latino population) and Snohomish County. The methodology for each pilot was informed by Cascadia's CBSM-based research, which identified unique strategies that 1) have achieved measurable improvements in multifamily recycling; 2) were considered to be the best culturally competent design; and 3) met a set of five "best practice basics," including four related to recycling infrastructure and one related to resident engagement. Implementation and evaluation of the pilots involve multilingual education and outreach, ongoing technical assistance to property managers and residents (using iPads and web-based tools), periodic waste audits and contamination assessments, and pre- and post-pilot evaluation surveys. Findings from these pilots are providing valuable insights for more mature recycling programs throughout the country and are contributing to a larger statewide multifamily recycling research effort led by the Washington State Recycling Association that is poised to identify best practices for improving outcomes in Washington and throughout the Western U.S.



Multifamily Recycling Outreach and Education

City of Renton, WA

Cascadia is managing a citywide market research and outreach strategy development effort aimed at increasing a low (10 percent) recycling rate in the City of Renton's multifamily sector. The two-part project began in 2012 with extensive research to uncover the benefits and barriers to successful multifamily recycling. Research was administered through site visits, property manager interviews, resident surveys, and focus groups at a small number of targeted properties. This project focused on properties identified as having 1) high levels of contamination in recycling bins; 2) low recycling rates; 3) 20 units or more; and 4) multicultural resident demographics. Based on the results of this work, Cascadia developed a pilot outreach approach to engage and change recycling behaviors across the target properties that would address property-specific benefits and barriers through cost-benefit analysis, multilingual resources, onsite audits, and monitoring and communicating progress toward diversion goals. In 2013, Cascadia began implementing the pilot program at four test properties in the Renton service area. The goal was to apply and test the infrastructure and education strategies in isolation and in combination; evaluate results through surveys and onsite visual and volumetric audits; and use findings to produce a well-designed program that leads to measurable results and replicable, high-impact solutions throughout Renton's multifamily sector. Post-pilot evaluations will be conducted in 2014 and will inform the development of full-scale multifamily programs moving forward.

Resource Venture Business Diversion Technical Assistance Program

Seattle Public Utilities, WA

Since 2006, Cascadia has managed all aspects of SPU's Resource Venture program to provide outreach, education, and technical assistance to help Seattle businesses conserve resources and reduce or prevent pollution. As the primary contractor, Cascadia leads a team of more than a dozen subconsultants delivering targeted communications and marketing support, data management, and technical assistance citywide. The program has served more than 8,500 businesses in the Seattle area, including most major hotels, restaurants, hospitals, architecture and law firms, and large-event venues. In recent years, the program has expanded its focus on small and ethnically-owned businesses with "Get on the Map," a multimedia campaign that uses social media to publicly recognize businesses taking action to cut waste, save water, and reduce pollution. Outreach and technical assistance includes hotline, web, and on-site communications. Business participation is targeted and tracked using customer relationship management (CRM) software customized and maintained by Cascadia staff.

Friends of Recycling and Composting (FORC) Multifamily Diversion Training Program

Seattle Public Utilities, WA

Cascadia worked with SPU to design a suite of creative approaches for conducting citywide outreach to multifamily properties, including managing 20 young adult interns to sign up multifamily properties for food waste collection and recruit volunteer FORC Stewards at each property. Approximately half of the interns came from multicultural communities. Cascadia scheduled these young adults to contribute a total of 518 hours during the summer of 2010. The objectives were to expand participation in the City's multifamily recycling education program, maximizing the effectiveness of new organics collection through volunteer FORC Steward outreach. During the program, 232 multifamily properties signed up for food waste service, and 233 volunteer FORC Stewards were recruited from these sites. This helped the City turn its FORC program into an active and vital on-site steward network as it transitioned in 2011 to mandatory multifamily food waste collection, part of a comprehensive city wide effort that is helping to move the sector from 25% diversion in 2005 to nearly 37% in 2012.



Residential Recycling Outreach

King County, WA

More than half of the residential material that ends up in King County's landfill could be recycled at curbside. King County aims to eliminate all waste of materials that have economic value by 2030. As part of this effort, Cascadia helped support a recycling education campaign in 2006 to motivate residents to recycle more: "Recycle More. It's Easy to Do." To inform program goal development through a community-based social marketing approach, Cascadia conducted research, including a series of in-home interviews to explore household waste practices and perceptions. With King County, the team devised a multi-media outreach campaign to motivate residents to recycle more, providing them with tips on easy ways to recycle at home. As King County's residential recycling rates steadily climbed, the program's focus has transitioned to provide more targeted assistance around specific material streams and customer groups. In 2012, Cascadia's work includes supporting the launch of a Recycle More "street team" for door-to-door and community events as well as conducting audits of targeted residential waste and yard waste containers to ascertain the composition of organics and waste streams and the potential for food waste prevention among customers in a pilot community.

Commercial and Residential Outreach and Technical Assistance Program

City of Federal Way (WA)

In 2010 a large national hauler approached Cascadia to lead waste reduction and recycling outreach to all of its 1,200 commercial customers in the City of Federal Way. Within a brief but intense six-week period, Cascadia developed a comprehensive outreach plan, recruited and trained outreach specialists, mapped out the commercial account list, compiled and developed program outreach material, and developed an Excel-based audit tool to facilitate more efficient commercial outreach. Minimizing the data entry effort required by outreach staff, this outreach tool automatically draws from hauler waste account records, efficiently creates recommendations, and calculates cost savings, tonnage reductions, and greenhouse gas savings from a single business site visit. It then compiles actionable reports for the business assisted and for the service provider. Under Cascadia's coordination, outreach specialists conducted site visits to all 1,200 waste account holders and provided customers with posters, brochures, customized service-level recommendations, and a waste and recycling checklist. More than one third of businesses visited in the six week period signed up for new or expanded recycling services.

Composting Curbside Organics Cart Audits

Seattle Public Utilities, WA

The City of Seattle and its primary composting facility desired a better understanding of the amounts and types of materials—particularly contaminants—being collected and processed through the City's organics program. To determine the composition of this targeted materials stream, Cascadia has designed and is conducting a series of curbside cart audits throughout the city to quantitatively estimate composition and contamination levels of three distinct substreams: single-family residential, multifamily residential and commercial organics. In 2012, Cascadia conducted the first in-depth evaluation of Seattle's organics stream, collecting, sorting, and weighing more than 20,000 pounds of organic material from single-family, multifamily, and business customers into 21 material categories. The report provided a clear picture of what materials were present in each organics substream and the contamination composition and percentages for each. In 2013, Cascadia is conducting more targeted investigation and analysis of the City's multifamily organics stream, comparing composition and contamination across geographic substreams. The resulting analysis will provide the City with a framework for developing strategic multifamily outreach and engagement programs.



Presentations to Schools and Other Community Organizations

Education for Schools

Allied is a well-known friend, supporter and partner to local schools in Clovis Unified Schools. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back to their families and become catalysts for promoting sustainable habits at home.

It's our goal to cover all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions, as well as empowering kids to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

Allied has proven to be a dedicated partner to local schools by training teachers, staff and students on proper sorting to increase diversion including food scrap recycling. We place significant emphasis on the importance of food waste as it represents the largest percentage of material that reaches our landfills.

Enroll and Involve the Entire School Community in Becoming Great Recyclers

The entire community will receive specialized education based on that particular group's role in promoting recycling. Additional outcomes include spillover behaviors, where students, faculty, and staff bring their newly learned recycling behaviors home, resulting in higher, sustainable diversion overall. Allied will engage school administrators, faculty, staff, and students in its efforts to conduct a successful recycling program. Allied will include the following elements when addressing the education and training needs of each community member.

1. Communication and Feedback

Allied will communicate the availability of its educational resources to each school's administrators through a variety of media prior to the opening of school each fall, and our recycling representative will follow up and respond to school/teacher requests for educational materials, resources, and presentations throughout the year. This is an area that Cascadia can also provide key insight and ideas for expanding recycling education in tandem with our recycling representative.

2. Logistical Training in an Educational Format

Allied will meet with administrators, faculty, facilities personnel, and parents (through PTA meetings and other means) initially and as needed to establish and provide training on internal materials capture systems. Allied will provide educational curriculum and program how-to information in a fun format—such as through story-telling, recycling relays, competitions, waste audits, and via video. Educational curriculum, activities, and presentations are geared toward grade level/age group.

3. Recycling Champions

Allied will work with all schools within the district to identify a recycling champion within each school who will act as the school's recycling coordinator to monitor faculty, staff, and administrators for optimal, proper recycling program participation, know of and utilize educational resources provided by Allied and other sources, and communicate recycling program results to students.

4. District Recycling Committee

Allied proposes that the school district recycling committee be comprised of the identified recycling champions named in Item 3, above, and headed by a District administrator and Allied's recycling representative. The recycling committee would meet according to need and District preference until recycling programs are functional in all schools.

5. Recycling Education

All educational materials will be provided in the primary languages represented in the student body of the District overall. Allied will provide the educational components enumerated throughout this section.





Our involvement with local schools goes beyond how we can help with environmental education, we also believe in supporting students at all levels. For example, Allied provides educational and safety programs at local schools featuring Recycling Rosie, Garbage Gus and Driver Mike. The presentation is interactive and features information on how to recycle and teaches children how to be safe around collection vehicles. Children receive a complementary coloring book that reinforces the safety messages. At the conclusion of the presentation, children are escorted out to the parking lot, where an Allied truck and driver are on hand so that children can sit in the cab, view the controls, and ask the driver questions.

We also propose to offer an annual recycling contest among local elementary schools – schools will be challenged to reduce waste, recycle more, and separate their food scraps for composting. Schools will compete for the greatest year-over-year diversion results (measured Fall through early Spring), and the winning school will be rewarded with an all-expenses paid recycling fair that will feature multiple activity stations including: recycled art projects, an opportunity to view the inside of a recycling collection truck, and products made from recycled materials.

In addition to provide a unique and comprehensive school outreach program, Allied plans to reach out to various community organizations such as the Chamber of Commerce, Rotary, business associations and other appropriate groups to provide detailed recycling outreach education and offer tools and support for successful programs.

It is important to note again that we have put forth a broad and diverse array of community outreach programs for all segments of the customer base and stakeholders. This has been done to provide the City of Clovis with some ideas on the programs that can be implemented if they desire. We are cognizant of the assets under the City's management and want to assure City staff that all of these programs will be done at a pace and timing that is appropriate to have them work in conjunction with the City's goals and objectives. Allied views all of these programs as complementary and additive to what the City is trying to achieve overall with their solid waste management programs. We believe that the goal of increased diversion and long range viability of City operated assets and operations can be achieved through mutual cooperation.

Public Events

Allied is known as a true leader in Clovis, not only because of our dedication to excellence in service, but because we are a proud community partner. We participate in numerous community events on an annual basis and propose to build on these existing efforts by partnering with Clovis to develop and launch a sustainability-themed outreach schedule for public events. The program would involve creating a family of "green" recycling-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals and concerts to highlight local environmental initiatives. Allied is more than willing to work with Clovis staff on publicity to increase awareness and foot traffic.

Allied will not only continue to provide service and assistance to community events, we will also work with event planners to bring additional value. This would include upfront planning for logistics detail, such as placement of containers, providing a full contingent of containers at each collection point with clear messaging to encourage recycling participation, clean up services, sponsorships, and educational materials. We see this as an opportunity to engage with the community to become even stronger and more vibrant. Clovis can count on Allied to be a true corporate citizen and community partner in greening the Clovis service area and educating residents and businesses every step of the way.

Please see Attachment 5 for letters regarding community recognition and community support.



In Partnership with the Community

Allied is committed to community service wherever we operate. Our current Community activities and partnerships in Clovis include (partial list):

- Clovis Chamber of Commerce
- Rotary Club of Clovis (Member, board of directors)
 - Speakers Committee
 - Interact liaison for Clovis North High School
 - Camp Royal Committee
 - Scholarship committee
- Clovis Botanical Gardens (Member, board of directors)
- Clovis Rodeo Parade
- MLK Breakfast Advantage
- Clovis Fest
- Miss Winkles Pet Adoption Center



Additionally, Allied will participate in any other Clovis special events (such as booths, displays, sponsorship, parade floats), farmers' markets, and other events as specified in the franchise agreement.



Additional Community Events and Support

Allied recognizes the need and desire of the Clovis to enhance and improve the quality of life for its residents and businesses. Below we've proposed several additional service enhancements for the City to consider as value-added services.



We're Looking Out for You



Allied drivers also are trained and work with public safety officials to ensure our communities stay safe. We will implement our We're Looking Out for You neighborhood watch program with local law enforcement upon request. This program employs the visibility of our drivers who are in the community on a daily basis to assist law enforcement officials in identifying and reporting suspicious behavior through our dispatch department. The program has also allowed our drivers to identify situations

where they can assist in public safety and assistance to the public during extreme weather events. Because of the community service our drivers have provided through this program, Waste Age News, a nationally-distributed industry publication, featured our We're Looking Out for You program to promote all the good it does in the areas we serve.

Communication materials are already prepared for this program, and examples are shown below.

REPUBLIC SERVICES
WE'RE LOOKING OUT FOR YOU

Introduction

At Republic Services, Inc. we proudly state that as part of our mission, "we will work to exceed our Customers' highest expectations." Therefore, it is with great pride and pleasure that we launch a value-added service that improves the security of our neighborhood and ensures the quality of life that all of our families enjoy.

The "We're Looking Out For You" Program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. Drivers willing to implement the program will have their communities benefit from the attached guidelines and use the enclosed tools to communicate with elected officials, customers, and members of the general public.

As involved members of the community we serve, we take our role seriously. In addition to providing residents with first-class waste services, our "We're Looking Out For You" Program proves our solid commitment to you and our community.

REPUBLIC SERVICES
WE'RE LOOKING OUT FOR YOU

Program Checklist

The following is an implementation checklist for our "We're Looking Out For You" Program:

- ✓ Review information packet.
- ✓ Contact local law enforcement and emergency management personnel.
- ✓ Train drivers, dispatchers and all other Republic employee program participants.
- ✓ Send letter to elected officials.
- ✓ Issue Press release to local media.
- ✓ Give PowerPoint presentation to local community groups as appropriate.
- ✓ Celebrate successes.
- ✓ Provide press-kit articles to local papers.

Program Materials

The following materials have been developed to support your implementation of the "We're Looking Out For You" Program:

- Frequently Asked Questions - a listing of "We're Looking Out For You" Program FAQs and answers.
- Sample letters to existing and potential municipal customers explaining "We're Looking Out For You" Program.
- Sample News Release to promote the "We're Looking Out For You" Program.
- Sample PowerPoint presentation that can be adapted.

REPUBLIC SERVICES "We're Looking Out For You" PROGRAM
Sample Letter to:

POTENTIAL CUSTOMER

This letter explains the "We're Looking Out For You" Program. This letter should be sent to elected officials in municipalities that we are actively pursuing business opportunities. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place letter on company letterhead.

Date _____
Address _____
Address _____
Address _____

Dear _____:

We at Republic Services (or the name of the local Republic division) care about the communities we serve. Because many of our employees and their families live, shop, play and work in these communities, the relationships we have with that community run much deeper than "just business."

Therefore, it is with great pride that we have implemented an initiative designed to improve neighborhood safety and enhance the quality of life that we all enjoy.

The "We're Looking Out For You" program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communications system or cell phone, the dispatcher will in turn notify the proper authorities of the location and circumstance.

We are involved members of the community that we serve and take our business leader role seriously. In addition to providing quality waste management services, we look forward to working with you in the very near future to implement our "We're Looking Out For You" Program.

Should you have any questions about our services or our program, please do not hesitate to contact me directly.

Warm regards,
Name of Republic Representative _____
Title _____

REPUBLIC SERVICES "We're Looking Out For You" PROGRAM
Sample Letter to:

EXISTING CUSTOMERS

This letter explains the "We're Looking Out For You" Program. This letter should be sent to elected officials approximately 2 to 4 weeks prior to implementing the program in a municipality. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place letter on company letterhead.

Date _____
Address _____
Address _____
Address _____

Dear _____:

We at Republic Services care about our community. Yes, we are business partners, but our relationship runs much deeper. Our employees and their families live, shop, play and work in the community.

Therefore, it is with great pride and pleasure that we launch a value-added service to improve the security of our neighborhood and ensure the quality of life that all of our families enjoy.

The "We're Looking Out For You" Program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communications system or cell phone, the dispatcher will in turn notify the proper authorities of the location and circumstance.

We are involved members of the community and take our role seriously. In addition to providing you with first-class waste management services, our "We're Looking Out For You" Program proves our solid commitment to you and to our community.

Should you have any questions about our new program or require additional information, please do not hesitate to contact me directly.

Warm regards,
Name of Republic Representative _____
Title _____



REPUBLIC SERVICES, INC. "We're Looking Out For You" PROGRAM
 (NAME OF CITY)

POTENTIAL CUSTOMER

This letter explains the "We're Looking Out For You" Program. The letter should be sent to elected officials in municipalities that we are actively pursuing business opportunities. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place their city or company letterhead.

Date _____
 Address _____
 Address _____
 Address _____

Dear _____:

We at Republic Services (or the name of the local Republic division) care about the communities we serve. Because many of our employees and their families live, sleep, play and work in these communities, the relationships we have with that community are much more than "just business."

Therefore, it was with great pride that we have implemented an initiative designed to improve neighborhood safety and advance the quality of life that we all enjoy.

The "We're Looking Out For You" program is a crime prevention and safety enhancement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert eyes and ears in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communication system or cell phone, the dispatcher will be sure to notify the proper authorities of the location and circumstance.

We are involved members of the communities that we serve and take our business leaders role seriously. In addition to providing quality waste management services, we look forward to working with you in the very near future to implement our "We're Looking Out For You" Program.

Should you have any questions about our services or our program, please do not hesitate to contact me directly.

Warm regards,
 Name of Republic Representative
 Title





(TO BE ISSUED BY PHOENIX COMMUNICATIONS OFFICE)
 FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 Peg Malloy (955) 627-2857

REPUBLIC SERVICES, INC. LAUNCHES
 "WE'RE LOOKING OUT FOR YOU"
 COMMUNITY WATCH PROGRAM

PHOENIX - (State) - Republic Services, Inc. (NYSE: RSG) today announced a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services CEO Joe O'Connor. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

O'Connor added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.





FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 (ADD GM's name and number here)

REPUBLIC SERVICES, INC. HONORS LOCAL HERO

Recognition part of Company's "We're Looking Out for You" Program

(NAME OF CITY, (State) - Republic Services, Inc. today announced that _____ was being honored for (add information on who, where, what when the honor act took place)

The recognition follows the implementation of a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services General Manager _____. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

(Name of General Manager) added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.





FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 (ADD GM's name and number here)

REPUBLIC SERVICES, INC. HONORS LOCAL HERO

Recognition part of Company's "We're Looking Out for You" Program

(NAME OF CITY, (State) - Republic Services, Inc. today announced that _____ was being honored for (add information on who, where, what when the honor act took place)

The recognition follows the implementation of a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services General Manager _____. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

(Name of General Manager) added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.




Household Battery & Cell Phone Collection: Allied will collect household batteries and cell phones placed on top of the recycling cart in customer provided clear zip-lock or tie-close plastic bags. Allied collection personnel will take the bag at the point of. Acceptable batteries for collection include:

- Batteries that bear the three (3) chasing arrows or a comparable recycling symbol
- Nickel-cadmium batteries labeled “nickel-cadmium” or “Ni-Cad,” with the phrase “Battery Must Be Recycled Or Disposed Of Properly.”
- Regulated lead-acid batteries labeled “Pb” or with words “Lead, Return, and “Recycle” and if the regulated batteries are sealed, the phrase “Battery Must Be Recycled.”
- Rechargeable consumer products containing non-removable Ni-Cad batteries must be labeled with the phrase “Contains Nickel-Cadmium Battery. Battery Must Be Recycled Or Disposed of Properly.”
- Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with the phrase “Contains Sealed Lead Battery, Battery Must Be Recycled.”



Annual Compost Giveaway:

There is no better way to close the environmental loop than to provide residents with the compost their yard waste and food scraps create. Republic is proposing to provide one (1) free Annual Compost Giveaway Event to residents of Clovis where each household can claim up to three (3) yards of compost. Residents provide their own container for transport of loose compost.

City-wide Garage Sales and Donations: Everyone has items they no longer want and we all know there is someone, somewhere who can probably use it. A city-wide Garage Sale Day offers residents an opportunity to host garage sales. Allied will provide a website for residents to sign up if they want to participate. They can include what types of items will be available based on the site's categories as well as post photographs. Sellers will have the option of hosting a sale both Saturday and Sunday when they register their sale online. Yard sale participants are responsible for their own advertising and signage the day of the sale. Yard sale attendees will be able to go to the site, select the type of items they are looking for and the site will map all the locations in a printable format. For an example, please go to www.antiochyardsales.com.



2.12 Subcontracting

Allied does not intend to subcontract any collection services that will be part of the Service Agreement. As noted previously, Kochergan Farms will provide post-collection organics processing services and Cascadia Consulting will provide technical support for our outreach and public education efforts with commercial and multi-family customers.



Summary of Services

There are numerous benefits to selecting Allied as the City of Clovis' service provider for the services outlined in this RFP. These include:

- Extremely low transition risk by utilizing a proven existing service provider currently performing the work
- Focus on new program implementation of at start of Service Agreement
- Ability to enhance diversion from Multi-family and commercial customers through enhanced public education and use of our state of the art processing facility at the Newby Island Resource Recovery Park
- Partnership with proven industry leader Cascadia Consulting
- Implementation of several key environmental initiatives such as a CNG/LNG powered fleet, numerous add on programs, expanded single-stream material recycling, expanded food waste collection and processing
- One stop shopping with a single entity that owns the majority of the required assets
- Capital requirements will be funded through operating cash flows and there will be no financing necessary that could impact contractual provisions
- Cost proposals for all required services that reflect a reduction in residential rates and no change in commercial/ industrial rates
- Increased commodity rebates to the City that can also be used as a rate offset
- Continued partnership with an entity that has a proven track record of doing what is best for the customer first
- An employee base and relationship that is aligned with the City's current collective bargaining structure with their solid waste management employees
- Minimal exceptions taken to the Service Agreement which is very similar to the contractual structure we have been operating under for the past several years

By choosing Allied to remain as your business partner, the City of Clovis will be making a choice that allows them to partner with a local company with a proven track record of excellent service. Our local management team is empowered to make decisions in the community but has the backing of a national company with strong cash flow and assets. Our dedication will provide the City of Clovis with a proven industry leader and an organization that thinks progressively with a strong focus on sustainability.

Our familiarity and experience with the required type of service, contract structure and the availability of our asset base enables our company to offer the City of Clovis the best quality service at the most reasonable cost. Our company possesses the knowledge and expertise to implement the desired programs, provide innovative solutions to Clovis' sustainability goals and become a lasting partner for years to come.



3

Financial Proposal



In generating our cost proposal we took great care in evaluating the services to be offered in comparison to the projected costs. We believe we have arrived at a set of service offerings that not only provide comprehensive, innovative new programs but also provide the ability to achieve incremental new diversion from various segments of the material stream. This will be achieved in line with the City's goals and can be phased in over time so that other considerations relative to the City's solid waste management program are taken into account.

All of our capital requirements will be funded through operating cash flows and we will not require any financing to implement the project. We can stand behind all of the assumptions we have put forth as it involves primarily Allied/Republic owned assets.

Our proposal incorporates a discount to our current charges for residential service (4%) as well as an increased commodity rebate to the City than can be used as an offset to rates we charge or additional revenue to the City. This rebate for Rate Year 1 will be \$20 per ton of total tons of commodities sold (estimated at 90% of inbound tonnage) from processing of residential recyclable material and represents more than a two fold increase over the current rebate being provided to the City. The rebate will be tied to a mixed paper fiber index as described in the edits to the Draft Service Agreement and adjusted annually. Commercial source separated recycling and organics collection will be performed for 50% of the current MSW rates which is consistent with rates charged today for commercial recycling. We are flexible in our approach to our cost proposal and want to make sure the City has the best combination of high value, comprehensive new service offerings and innovative programs to go along with competitive rates and additional revenue for their solid waste program.



4

Exceptions to the Draft Agreement






ATTACHMENT E SECRETARY'S CERTIFICATE

PROPOSAL FOR RECYCLABLE MATERIAL AND ORGANIC MATERIAL COLLECTION, PROCESSING AND MARKETING SERVICES FOR THE CITY OF CLOVIS

I, EILEEN B. SCHULER, certify that I am the secretary
(Name of Secretary)
of the corporation named herein; that MIKE CAPRIO who signed this
(Name of Person Signing Proposal)
Proposal on behalf of the corporation, was then AREA PRESIDENT AND AUTHORIZED AGENT
(Title of Person Signing Proposal) of
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true
and correct copy of the AUTHORIZED DELEGATION OF AUTHORITY
(Name of Corporate Document)

By:  (Signature)
Name: EILEEN B. SCHULER (Printed Name)
Title: Secretary
Date: 12/3/14



CERTIFICATE OF SECRETARY
RELATING TO THE AGREEMENT
FOR COLLECTION, PROCESSING, AND MARKETING SERVICES
OF RECYCLABLE MATERIAL AND ORGANIC SERVICES
FOR THE CITY OF CLOVIS
IN THE STATE OF CALIFORNIA

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **MIKE CAPRIO** holds the title of Area President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of December, 2014.



Eileen B. Schuler, Secretary



6

Anti-Collusion Affidavit



ATTACHMENT C ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the Area President of Allied Waste Services North America, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed.

Executed under penalty of perjury on this 12th day of December 2014 at Richmond, CA.

SIGNED

Michael Caprio

BY Michael Caprio

Name of Proposer

TITLE Area President

Subscribed and sworn to before me this 12th day of DECEMBER 2014

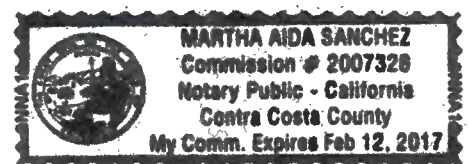
at STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

RICHMOND, CALIFORNIA

Notary Public

Martha Aida Sanchez

My Commission expires: FEBRUARY 12, 2017





ATTACHMENT G IRAN CONTRACTING ACT CERTIFICATION

COMPANY'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution 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 the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

Allied Waste Services of North America, LLC (Company Name)

By: Michael Caprio (Signature)

Name: Michael Caprio (Printed Name)

Title: Area President - Northern California

Date: 12/12/14





Rate Proposal

Proposer Name: Allied Waste Services of Fresno

Please fill-in yellow-shaded cells

Recyclable Materials and Organics Compensation for First Contract Year

<u>A. Residential Dwelling Units</u>	<u>Current</u>		<u>Proposed</u>
Recyclable Materials - Individual Service	\$3.50	\$ 3.32	/Cart/Month
Organic Materials - Individual Service	\$4.86	\$ 4.62	/Cart/Month
Recyclable Materials - Centralized Service	\$1.80	\$ 1.73	/Dwelling Unit/Month
Organic Materials - Centralized Service		\$ 4.67	/Dwelling Unit/Month
<u>B. Commercial</u>	<u>Proposed</u>		
Recyclable Materials	60%	50%	of Equivalent Solid Waste Service Level Rate
Organic Materials		60%	of Equivalent Solid Waste Service Level Rate

* Maximum commercial recycling and organics rates are negotiable with City to promote and maximize participation.

Form 2

General Proposal Information

Proposer Name: Allied Waste Services of Fresno

A. Method of Collection (e.g. manual, semi-automatic, fully automated, split body, etc.)	
1. Residential recyclable materials	Fully Automated
2. Residential organic materials	Fully Automated
3. Commercial recyclable materials	Carts are fully automated and bins are semi-automated
4. Commercial organic materials	Carts are fully automated and bins are semi-automated
B. Collection Vehicle Manufacturer , Model #, and Year (for each vehicle to be used in the City)	
1. Residential recyclable materials	2010-2013 Autocar Automated Side Loaders with Heil and McNeilus Bodies and replacements will be CNG or LNG Automated Front-end Loaders
2. Residential organic materials	2010-2013 Autocar Automated Side Loaders with Heil and McNeilus Bodies and replacements will be CNG or LNG Automated Front-end Loaders
3. Commercial recyclable materials	2011 Peterbuilt Front-end Loader with Heil Body
4. Commercial organic materials	2011 Peterbuilt Front-end Loader with Heil Body
C. Container Manufacturer and Specifications	
1. Bins	WasteQuip - 1 cu.yd, 1.5 cu.yd, 2 cu.yd, 3 cu.yd, 4 cu.yd, 6 cu.yd, 8 cu.yd

Form 2

General Proposal Information

Proposer Name: Allied Waste Services of Fresno

D. Recyclable Materials Processing and Handling	
1. Name of processing site	Newby Island Resource Recovery Park
2. Owner	Republic Services, Inc.
3. Operator	Republic Services, Inc.
4. Address of processing site	1601 Dixon Landing Rd. Milpitas, CA 95035
5. Hauling method (e.g. direct haul, transfer haul)	Transfer
6. Address of transfer location (if applicable)	10463 North Rice Rd. Fresno, CA 93730
E. Organics Materials Processing	
1. Name of processing site	Kochergen Farms Composting
2. Owner	Mike Kochergen
3. Operator	Mike Kochergen
4. Address of processing site	33915 Avenal Cut-off Rd. Avenal, CA 93204
5. Hauling method (e.g. direct haul, transfer haul)	Transfer
6. Address of transfer location (if applicable)	10463 North Rice Rd. Fresno, CA 93730
F. Support Facilities	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facilities	5501 N. Goldenstate Blvd. Fresno, CA 93722
2. Address of administrative office	5501 N. Goldenstate Blvd. Fresno, CA 93722
3. Address of billing office	5501 N. Goldenstate Blvd. Fresno, CA 93722
4. Address of customer service office	Satellite office space to be determined within Clovis city limits.

Operating Statistics

Proposer Name: Allied Waste Services of Fresno

Please fill-in yellow-shaded cells

Rate Period One		Residential Recycling (Carts) A	Residential Organics (Carts) B	Commercial Recycling (Bins) C	Commercial Organics (Bins) D	TOTAL
Account Information						
1	# of accounts per week	29,022	26,853	354	94	56,323
Labor Information						
2	# of route personnel	5.0	4.0	1.0	0.4	10.4
3	Labor hours/day/person	10	9	11	11	
4	Total labor hours/year	12,961	8,944	2,860	1,144	
Route Information						
# of routes per						
5	Weekday	5.0	4.0	1.0	0.4	10.4
6	Saturday			-	-	-
7	Sunday					
# of persons/route per						
8	Weekday	1	1	1	1	
9	Saturday			-	-	
10	Sunday					
# of route hours/day/route per						
11	Weekday	10	9	11	11	
12	Saturday			-	-	
13	Sunday					
# of route hours/year per						
14	Weekday	12,961	8,944	2,860	1,144	25,909
15	Saturday			-	-	-
16	Sunday					
17	Total	12,961	8,944	2,860	1,144	25,909
18	# of FTE routes	6	4	1	0.55	12
19	Total # of setouts/day for all routes	4,934	3,759	114	76	
20	# of setouts/day/FTE route	792	874	83	138	
21	# of setouts/week	24,669	18,797	570	380	
22	# of drive-bys/week	29,022	26,853	354	94	
23	Set out rate (%)	1	1	2	4	
24	# of accounts served/route hour	116	156	6	4	
25	# of lifts/week for all routes			570	152	
26	# of lifts/year for all routes			29,640	7,904	
27	# of lifts/route hour			10	7	
Vehicle Information						
28	# of regular collection vehicles	5.0	4.0	1.0	1.0	11.0
29	# of spare collection vehicles	1.0	1.0	-	-	2.0
30	Total # of collection vehicles	6.0	5.0	1.0	1.0	13.0
Tonnage Information (annual)						
31	Recyclable Materials	8,298	-	1,113	-	9,411
32	Organics Materials	-	17,794	-	1,253	19,047
33	Total	8,298	17,794	1,113	1,253	28,458
34	Recyclable Materials residue %	10%		10%		
35	Organic Materials residue %				7%	
36	Assumed pounds per cubic yard	13	36	27	200	

Capital Requirements

Proposer Name: Allied Waste Services of Fresno

Please fill-in yellow-shaded cells

Collection Vehicles	Quantity									Proposed Cost
	New			Used			Total			
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total	
Residential Recyclable Materials			-	5	1	6	5	1	6	\$ 997,385
Residential Organic Materials			-	4	1	5	4	1	5	\$ 831,154
Commercial Recyclable Materials			-	1		1	1	-	1	\$ 159,007
Commercial Organic Materials			-	1		1	1	-	1	\$ 98,532
Other Vehicles										
Pickup Trucks			-	1		1	1	-	1	\$ -
Container Distribution			-	1		1	1	-	1	\$ 11,218
Mobile Service Truck			-			-	-	-	-	
Containers										
Commercial Recycling Bins			-	316		316	316	-	316	\$ 83,364
Commercial Organics Bins	53		53			-	53	-	53	\$ 28,654
Other										
Offices										
Processing Site(s)										
Transfer Station										
Corporation Yard/Maintenance										
Shop Equipment										
Fueling Equipment										
Computer and Office Equipment										
Start-up Capital										\$ 50,000
Total	53	-	53	329	2	331	382	2	384	\$ 2,259,315

Summary of Contractor's Compensation

Proposer Name: Allied Waste Services of Fresno

This form will automatically populate. Do not enter data onto this form.

Rate Period One	Residential Recycling (Carts) A	Residential Organics (Carts) B	Commercial Recycling (Bins) C	Commercial Organics (Bins) D	TOTAL
Annual Cost of Operations					
Labor-Related Costs	\$ 496,002.07	\$ 306,870.61	\$ 111,659.17	\$ 42,442.39	\$ 956,974.24
Vehicle-Related Costs	\$ 335,189.81	\$ 231,304.50	\$ 76,410.73	\$ 29,288.65	\$ 672,193.70
* Net Recycling Processing Costs	\$ (149,364.00)	\$ -	\$ (11,130.00)	\$ -	\$ (160,494.00)
Net Organic Materials Processing Costs	\$ -	\$ 480,438.00	\$ -	\$ 33,833.59	\$ 514,271.59
Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Depreciation Expense	\$ 162,918.14	\$ 135,765.12	\$ 51,627.61	\$ 26,054.58	\$ 376,365.44
Total Allocated Costs - Labor, Vehicle, & Other	\$ 248,567.25	\$ 171,528.86	\$ 54,849.34	\$ 21,024.05	\$ 495,969.51
Total Allocated Costs - Depreciation	\$ 8,128.05	\$ 5,608.92	\$ 1,793.55	\$ 687.48	\$ 16,218.00
Total Annual Cost of Operations	\$ 1,101,441.32	\$ 1,331,516.01	\$ 285,210.41	\$ 153,330.74	\$ 2,871,498.48
Profit	\$ 106,884.12	\$ 129,210.62	\$ 27,676.88	\$ 14,879.25	\$ 278,650.88
Pass-Through Costs					
Interest Expense (external or intra-company)	\$ 50,933.61	\$ 35,147.77	\$ 11,239.11	\$ 4,308.01	\$ 101,628.50
Direct Lease Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Total Allocated Costs - Leases	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pass-Through Costs	\$ 50,933.61	\$ 35,147.77	\$ 11,239.11	\$ 4,308.01	\$ 101,628.50
Total Revenue Requirement	\$ 1,259,259.05	\$ 1,495,874.40	\$ 324,126.41	\$ 172,518.00	\$ 3,251,777.86
* Initial cost forms have 100% of recycling rebate used to offset customer billings. The City may choose to change how the rebate is applied.					

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

This form will automatically populate. Do not enter data onto this form.

SUMMARY (Total Costs from Forms 6A - 6D)

	Proposed Cost Rate Period 1
Labor-Related Costs (include regular & pool personnel)	
Regular Wages	\$438,004
Overtime Wages	\$36,736
Holiday Wages	\$10,057
Vacation Wages	\$31,847
Sick Leave Wages	\$13,409
Workers Compensation Insurance	\$33,022
Employers Liability Insurance	\$8,216
Health & Welfare	\$243,916
Pension/ Retirement Benefits	\$93,697
Payroll Taxes	\$40,217
Other (Please List)	\$7,852
Total Labor Related-Costs	\$956,974
Vehicle-Related Costs (<u>do not include depreciation</u>)	
Fuel	\$374,524
Tires & Tubes	\$74,655
Parts	\$164,271
Supplies (fluid, oil, etc.)	\$14,997
Taxes & Licenses	\$43,747
Fines & Penalties	\$0
Other (Please List)	\$0
Total Vehicle-Related Costs	\$672,194
Net Recyclable Material Processing Costs	
Processing Costs	\$0
Recyclable Material Revenue	(\$160,494)
Total Net Recyclable Material Costs	(\$160,494)
Net Organic Material Processing Costs	
Processing Costs	\$514,272
Organic Material Revenue	\$0
Total Net Organic Material Processing Costs	\$514,272
Other Costs	
Liability & Property Damage Insurance	\$0
Equipment Insurance	\$0
Rent	\$0
Utilities	\$0
Telephone	\$0
Non-Vehicle Related Supplies	\$0
Non-Vehicle Related Taxes & Licenses	\$0
Training & Safety Programs	\$0
Initial Public Education & Outreach	\$0
Continuing Public Education & Outreach	\$0
Uniforms	\$0
Other (Please List)	\$0
Total Other Costs	\$0

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

This form will automatically populate. Do not enter data onto this form.

SUMMARY (Total Costs from Forms 6A - 6D)

	Proposed Cost Rate Period 1
Direct Depreciation	
Container Depreciation	\$13,297
Route Vehicle Depreciation	\$363,068
Other Depreciation	\$0
Total Direct Depreciation	\$376,365
Allocated Costs - Labor, Vehicle & Other Costs	
From General and Administrative (6E)	\$364,614
From Vehicle Maintenance (6E)	\$90,553
From Container Maintenance (6E)	\$40,803
Total Allocated Costs - Labor, Vehicle & Other Costs	\$495,970
Allocated Costs - Depreciation	
From General and Administrative (6E)	\$5,000
From Vehicle Maintenance (6E)	\$3,200
From Container Maintenance (6E)	\$8,018
Total Allocated Costs - Depreciation	\$16,218
Total Annual Cost of Operations	\$2,871,498
Profit (Enter % Operating Ratio; i.e. 95%):	(see forms 6A-6D)
	\$ 278,650.88
Pass-Through Costs	
Interest Expense	\$101,629
Direct Lease Costs	
Route Vehicles	\$0
Other (Please List)	\$0
Total Direct Lease Costs	\$0
Allocated Lease Costs	
From General and Administrative (6E)	\$0
From Vehicle Maintenance (6E)	\$0
From Container Maintenance (6E)	\$0
Total Allocated Lease Costs	\$0
Total Pass-Through Costs	\$101,629
Total Contractor Compensation	\$3,251,778

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

RESIDENTIAL RECYCLABLE MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Labor-Related Costs (include regular & pool personnel)

Regular Wages	\$	229,366.50
Overtime Wages	\$	22,660.58
Holiday Wages	\$	5,040.28
Vacation Wages	\$	15,960.87
Sick Leave Wages	\$	6,720.37
Workers Compensation Insurance	\$	17,428.34
Employers Liability Insurance	\$	4,336.10
Health & Welfare	\$	122,244.66
Pension/ Retirement Benefits		\$46,958.70
Payroll Taxes	\$	21,350.26
Other (Safety Plan & Gear)	\$	3,935.41
Total Labor Related-Costs	\$	496,002.07

Vehicle-Related Costs (**do not include depreciation**)

Fuel		\$186,005
Tires & Tubes	\$	37,414.94
Parts	\$	82,328.33
Supplies (fluid, oil, etc.)	\$	7,516.33
Taxes & Licenses	\$	21,924.98
Fines & Penalties	\$	-
Other (Please List)	\$	-
Total Vehicle-Related Costs	\$	335,189.81

	Year 1		
	\$/ton	tons	
Net Recyclable Material Processing Costs			
Processing Costs	\$ -	8,298	\$ -
Recyclable Material Revenue	\$ (18.00)	8,298	\$ (149,364.00)
Total Net Recyclable Material Costs			\$ (149,364.00)

	Year 1		
	\$/ton	tons	
Net Organics Material Processing Costs			
Processing Costs	\$ -	0	\$ -
Organics Material Revenue	\$ -	0	\$ -
Total Net Green Waste Processing Costs			\$ -

Other Costs

Liability & Property Damage Insurance	\$	-
Equipment Insurance	\$	-
Rent	\$	-
Utilities	\$	-
Telephone	\$	-
Non-Vehicle Related Supplies	\$	-
Non-Vehicle Related Taxes & Licenses	\$	-
Training & Safety Programs	\$	-
Initial Public Education & Outreach	\$	-
Continuing Public Education & Outreach	\$	-
Uniforms	\$	-
Other (Please List)	\$	-
Total Other Costs	\$	-

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

RESIDENTIAL RECYCLABLE MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Direct Depreciation	
Container Depreciation	\$ -
Route Vehicle Depreciation	\$ 162,918.14
Other Depreciation	\$ -
Total Direct Depreciation	\$ 162,918.14

Allocated Costs - Labor, Vehicle & Other Costs	
From General and Administrative (6E)	\$ 182,735.04
From Vehicle Maintenance (6E)	\$ 45,382.91
From Container Maintenance (6E)	\$ 20,449.31
Total Allocated Costs - Labor, Vehicle & Other Costs	\$ 248,567.25

Allocated Costs - Depreciation	
From General and Administrative (6E)	\$ 2,505.87
From Vehicle Maintenance (6E)	\$ 1,603.76
From Container Maintenance (6E)	\$ 4,018.42
Total Allocated Costs - Depreciation	\$ 8,128.05

Total Annual Cost of Operations	\$ 1,101,441.32
---------------------------------	-----------------

Profit (Enter % Operating Ratio; i.e. 95%):	91.2%	\$ 106,884.12
---	-------	---------------

Pass-Through Costs	
Interest Expense	\$ 50,933.61

Direct Lease Costs	
Route Vehicles	\$ -
Other (Please List)	\$ -
Total Direct Lease Costs	\$ -

Allocated Lease Costs	
From General and Administrative (6E)	\$ -
From Vehicle Maintenance (6E)	\$ -
From Container Maintenance (6E)	\$ -
Total Allocated Lease Costs	\$ -

Total Pass-Through Costs	\$ 50,933.61
--------------------------	--------------

Total Contractor Compensation	\$ 1,259,259.05
-------------------------------	-----------------

* Residential recycling rebate will be \$20.00 on a ton sold basis and is estimate to be \$18.00 per ton sold.

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

RESIDENTIAL ORGANIC MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Labor-Related Costs (include regular & pool personnel)

Regular Wages	\$	138,624.55
Overtime Wages	\$	4,835.74
Holiday Wages	\$	3,478.14
Vacation Wages	\$	11,014.12
Sick Leave Wages	\$	4,637.53
Workers Compensation Insurance	\$	10,129.36
Employers Liability Insurance	\$	2,520.15
Health & Welfare	\$	84,357.40
Pension/ Retirement Benefits		\$32,404.80
Payroll Taxes	\$	12,153.12
Other (Safety Plan & Gear)	\$	2,715.71
Total Labor Related-Costs	\$	306,870.61

Vehicle-Related Costs (**do not include depreciation**)

Fuel		\$128,357
Tires & Tubes	\$	25,818.93
Parts	\$	56,812.33
Supplies (fluid, oil, etc.)	\$	5,186.80
Taxes & Licenses	\$	15,129.78
Fines & Penalties	\$	-
Other (Please List)	\$	-
Total Vehicle-Related Costs	\$	231,304.50

Net Recyclable Material Processing Costs

	Year 1		
	<u>\$/ton</u>	<u>tons</u>	
Processing Costs	\$ -	0	\$ -
Recyclable Material Revenue	\$ -	0	\$ -
Total Net Recyclable Material Costs			\$ -

Net Organics Material Processing Costs

	<u>\$/ton</u>	<u>tons</u>	
Processing Costs	\$27.00	17,794	\$ 480,438.00
Organics Material Revenue	\$ -	17,794	\$ -
Total Net Green Waste Processing Costs			\$ 480,438.00

Other Costs

Liability & Property Damage Insurance	\$	-
Equipment Insurance	\$	-
Rent	\$	-
Utilities	\$	-
Telephone	\$	-
Non-Vehicle Related Supplies	\$	-
Non-Vehicle Related Taxes & Licenses	\$	-
Training & Safety Programs	\$	-
Initial Public Education & Outreach	\$	-
Continuing Public Education & Outreach	\$	-
Uniforms	\$	-
Other (Please List)	\$	-
Total Other Costs	\$	-

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

RESIDENTIAL ORGANIC MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Direct Depreciation	
Container Depreciation	\$ -
Route Vehicle Depreciation	\$ 135,765.12
Other Depreciation	\$ -
Total Direct Depreciation	\$ 135,765.12

Allocated Costs - Labor, Vehicle & Other Costs	
From General and Administrative (6E)	\$ 126,100.01
From Vehicle Maintenance (6E)	\$ 31,317.39
From Container Maintenance (6E)	\$ 14,111.46
Total Allocated Costs - Labor, Vehicle & Other Costs	\$ 171,528.86

Allocated Costs - Depreciation	
From General and Administrative (6E)	\$ 1,729.23
From Vehicle Maintenance (6E)	\$ 1,106.71
From Container Maintenance (6E)	\$ 2,772.99
Total Allocated Costs - Depreciation	\$ 5,608.92

Total Annual Cost of Operations	\$ 1,331,516.01
---------------------------------	-----------------

Profit (Enter % Operating Ratio; i.e. 95%):	91.2%	\$ 129,210.62
---	-------	---------------

Pass-Through Costs	
Interest Expense	\$ 35,147.77

Direct Lease Costs	
Route Vehicles	\$ -
Other (Please List)	\$ -
Total Direct Lease Costs	\$ -

Allocated Lease Costs	
From General and Administrative (6E)	\$ -
From Vehicle Maintenance (6E)	\$ -
From Container Maintenance (6E)	\$ -
Total Allocated Lease Costs	\$ -

Total Pass-Through Costs	\$ 35,147.77
--------------------------	--------------

Total Contractor Compensation	\$ 1,495,874.40
-------------------------------	-----------------

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

COMMERCIAL RECYCLABLE MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Labor-Related Costs (include regular & pool personnel)

Regular Wages	\$	50,612.47
Overtime Wages	\$	6,901.70
Holiday Wages	\$	1,112.20
Vacation Wages	\$	3,521.96
Sick Leave Wages	\$	1,482.93
Workers Compensation Insurance	\$	3,964.23
Employers Liability Insurance	\$	986.28
Health & Welfare	\$	26,974.75
Pension/ Retirement Benefits	\$	10,362.00
Payroll Taxes	\$	4,872.26
Other (Safety Plan & Gear)	\$	868.40
Total Labor Related-Costs	\$	111,659.17

Vehicle-Related Costs (**do not include depreciation**)

Fuel	\$43,491
Tires & Tubes	\$ 8,256.05
Parts	\$ 18,166.73
Supplies (fluid, oil, etc.)	\$ 1,658.57
Taxes & Licenses	\$ 4,838.01
Fines & Penalties	\$ -
Other (Please List)	\$ -
Total Vehicle-Related Costs	\$ 76,410.73

	Year 1		
	\$/ton	tons	
Net Recyclable Material Processing Costs			
Processing Costs	\$ -	1,113	\$ -
Recyclable Material Revenue	\$ (10.00)	1,113	\$ (11,130.00)
Total Net Recyclable Material Costs			\$ (11,130.00)

	\$/ton	tons	
Net Organics Material Processing Costs			
Processing Costs	\$ -	0	\$ -
Organics Material Revenue	\$ -	0	\$ -
Total Net Green Waste Processing Costs			\$ -

Other Costs

Liability & Property Damage Insurance	\$ -
Equipment Insurance	\$ -
Rent	\$ -
Utilities	\$ -
Telephone	\$ -
Non-Vehicle Related Supplies	\$ -
Non-Vehicle Related Taxes & Licenses	\$ -
Training & Safety Programs	\$ -
Initial Public Education & Outreach	\$ -
Continuing Public Education & Outreach	\$ -
Uniforms	\$ -
Other (Please List)	\$ -
Total Other Costs	\$ -

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

COMMERCIAL RECYCLABLE MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Direct Depreciation	
Container Depreciation	\$ 11,387.15
Route Vehicle Depreciation	\$ 40,240.46
Other Depreciation	\$ -
Total Direct Depreciation	\$ 51,627.61

Allocated Costs - Labor, Vehicle & Other Costs	
From General and Administrative (6E)	\$ 40,322.68
From Vehicle Maintenance (6E)	\$ 10,014.28
From Container Maintenance (6E)	\$ 4,512.38
Total Allocated Costs - Labor, Vehicle & Other Costs	\$ 54,849.34

Allocated Costs - Depreciation	
From General and Administrative (6E)	\$ 552.95
From Vehicle Maintenance (6E)	\$ 353.89
From Container Maintenance (6E)	\$ 886.71
Total Allocated Costs - Depreciation	\$ 1,793.55

Total Annual Cost of Operations	\$ 285,210.41
---------------------------------	---------------

Profit (Enter % Operating Ratio; i.e. 95%):	91.2%	\$ 27,676.88
---	-------	--------------

Pass-Through Costs	
Interest Expense	\$ 11,239.11

Direct Lease Costs	
Route Vehicles	\$ -
Other (Please List)	\$ -
Total Direct Lease Costs	\$ -

Allocated Lease Costs	
From General and Administrative (6E)	\$ -
From Vehicle Maintenance (6E)	\$ -
From Container Maintenance (6E)	\$ -
Total Allocated Lease Costs	\$ -

Total Pass-Through Costs	\$ 11,239.11
--------------------------	--------------

Total Contractor Compensation	\$ 324,126.41
-------------------------------	---------------

* Commercial recycling rebate will be on an inbound ton basis.

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

COMMERCIAL ORGANIC MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Labor-Related Costs (include regular & pool personnel)

Regular Wages	\$	19,400.04
Overtime Wages	\$	2,338.20
Holiday Wages	\$	426.31
Vacation Wages	\$	1,349.99
Sick Leave Wages	\$	568.42
Workers Compensation Insurance	\$	1,500.37
Employers Liability Insurance	\$	373.29
Health & Welfare	\$	10,339.57
Pension/ Retirement Benefits		\$3,971.81
Payroll Taxes	\$	1,841.54
Other (Safety Plan & Gear)	\$	332.86
Total Labor Related-Costs	\$	42,442.39

Vehicle-Related Costs (**do not include depreciation**)

Fuel		\$16,670
Tires & Tubes	\$	3,164.59
Parts	\$	6,963.41
Supplies (fluid, oil, etc.)	\$	635.74
Taxes & Licenses	\$	1,854.44
Fines & Penalties	\$	-
Other (Please List)	\$	-
Total Vehicle-Related Costs	\$	29,288.65

		Year 1		
		\$/ton	tons	
Net Recyclable Material Processing Costs				
Processing Costs	\$	-	0	\$ -
Recyclable Material Revenue	\$	-	0	\$ -
Total Net Recyclable Material Costs	\$			-

		Year 1		
		\$/ton	tons	
Net Organics Material Processing Costs				
Processing Costs	\$	27.00	1,253	\$ 33,833.59
Organics Material Revenue	\$	-	1,253	\$ -
Total Net Green Waste Processing Costs	\$			33,833.59

Other Costs

Liability & Property Damage Insurance	\$	-
Equipment Insurance	\$	-
Rent	\$	-
Utilities	\$	-
Telephone	\$	-
Non-Vehicle Related Supplies	\$	-
Non-Vehicle Related Taxes & Licenses	\$	-
Training & Safety Programs	\$	-
Initial Public Education & Outreach	\$	-
Continuing Public Education & Outreach	\$	-
Uniforms	\$	-
Other (Please List)	\$	-
Total Other Costs	\$	-

Collection Cost Proposal

Proposer Name: Allied Waste Services of Fresno

COMMERCIAL ORGANIC MATERIALS

Please fill-in yellow-shaded cells

**Proposed Cost
Rate Year 1**

Direct Depreciation	
Container Depreciation	\$ 1,910.30
Route Vehicle Depreciation	\$ 24,144.28
Other Depreciation	\$ -
Total Direct Depreciation	\$ 26,054.58

Allocated Costs - Labor, Vehicle & Other Costs	
From General and Administrative (6E)	\$ 15,455.90
From Vehicle Maintenance (6E)	\$ 3,838.53
From Container Maintenance (6E)	\$ 1,729.62
Total Allocated Costs - Labor, Vehicle & Other Costs	\$ 21,024.05

Allocated Costs - Depreciation	
From General and Administrative (6E)	\$ 211.95
From Vehicle Maintenance (6E)	\$ 135.65
From Container Maintenance (6E)	\$ 339.88
Total Allocated Costs - Depreciation	\$ 687.48

Total Annual Cost of Operations	\$ 153,330.74
---------------------------------	---------------

Profit (Enter % Operating Ratio; i.e. 95%):	91.2%	\$ 14,879.25
---	-------	--------------

Pass-Through Costs	
Interest Expense	\$ 4,308.01

Direct Lease Costs	
Route Vehicles	\$ -
Other (Please List)	\$ -
Total Direct Lease Costs	\$ -

Allocated Lease Costs	
From General and Administrative (6E)	\$ -
From Vehicle Maintenance (6E)	\$ -
From Container Maintenance (6E)	\$ -
Total Allocated Lease Costs	\$ -

Total Pass-Through Costs	\$ 4,308.01
--------------------------	-------------

Total Contractor Compensation	\$ 172,518.00
-------------------------------	---------------

Detailed Collection Cost Proposal Information
Proposer Name: Allied Waste Services of Fresno

PROPOSED COST RATE YEAR 1

Please fill-in yellow-shaded cells

Labor-Related Costs (include regular & pool personnel)

	General and Administrative	Vehicle Maintenance	Container Maintenance
Regular Wages	\$ 108,185.80	\$ 39,166.40	\$ 19,936.09
Overtime Wages	\$ -	\$ 1,835.93	\$ 934.50
Holiday Wages	\$ 2,750.49	\$ 903.84	\$ 460.06
Vacation Wages	\$ 4,584.14	\$ 1,506.40	\$ 766.77
Sick Leave Wages	\$ 3,667.32	\$ 1,205.12	\$ 613.42
Workers Compensation Insurance & Claims	\$ 3,718.66	\$ 1,392.07	\$ 708.58
Employers Liability Insurance	\$ 1,847.41	\$ 691.57	\$ 352.02
Health & Welfare	\$ 27,000.00	\$ 19,617.96	\$ 9,985.74
Pension/ Retirement Benefits	\$ 2,906.30	\$ 7,536.00	\$ 3,835.90
Payroll Taxes	\$ 10,190.79	\$ 3,473.48	\$ 1,768.03
Other (Please List)	\$ -	\$ 631.56	\$ 321.47
Total Labor Related-Costs	\$ 164,850.91	\$ 77,960.33	\$ 39,682.58

Vehicle-Related Costs

Fuel	\$ -	\$ -	\$ -
Tires & Tubes	\$ -	\$ -	\$ -
Parts	\$ -	\$ -	\$ -
Supplies (fluid, oil, etc.)	\$ -	\$ -	\$ -
Taxes & Licenses	\$ -	\$ -	\$ -
Fines & Penalties	\$ -	\$ -	\$ -
Other (Please List)	\$ -	\$ -	\$ -
Total Vehicle-Related Costs	\$ -	\$ -	\$ -

Other Costs

Liability & Property Damage Insurance	\$ 8,856.52	\$ -	\$ -
Equipment Insurance	\$ 12,900.77	\$ -	\$ -
Rent	\$ 12,000.00	\$ -	\$ -
Utilities	\$ 2,581.17	\$ -	\$ -
Telephone/Truck Radios	\$ 2,581.17	\$ 12,592.78	\$ -
Non-vehicle Related Supplies/Billings	\$ 3,726.11	\$ -	\$ -
Non-vehicle Related Taxes & Licenses	\$ -	\$ -	\$ 1,120.19
Training & Safety Programs	\$ -	\$ -	\$ -
Initial Public Education & Outreach (see \$50K in Start-up Costs on Form#4)	\$ -	\$ -	\$ -
Continuing Public Education & Outreach	\$ 21,126.64	\$ -	\$ -
Promotional Advertising	\$ 21,126.64	\$ -	\$ -
Travel and Entertainment	\$ -	\$ -	\$ -
Other (Mgmt & Overhead Allocation)	\$ 114,863.70	\$ -	\$ -
Total Other Costs	\$ 199,762.72	\$ 12,592.78	\$ 1,120.19

Total Labor, Vehicle, and Other Costs

\$ 364,613.63	\$ 90,553.11	\$ 40,802.77
----------------------	---------------------	---------------------

Lease Costs

Lease Costs	\$ -	\$ -	\$ -
Other (Please List)	\$ -	\$ -	\$ -
Total Lease Costs	\$ -	\$ -	\$ -

Depreciation (non-route specific; based on 10-year period)

Vehicle Depreciation	\$ -	\$ 3,200.00	\$ 8,018.00
Other Depreciation (Start-up Costs from Form#4)	\$ 5,000.00	\$ -	\$ -
Total Depreciation	\$ 5,000.00	\$ 3,200.00	\$ 8,018.00

Total Costs to be Allocated

\$ 369,613.63	\$ 93,753.11	\$ 48,820.77
----------------------	---------------------	---------------------

Detailed Collection Cost Proposal Information
Proposer Name: Allied Waste Services of Fresno

PROPOSED COST RATE YEAR 1

Please fill-in yellow-shaded cells

General and Administrative	Vehicle Maintenance	Container Maintenance
----------------------------	---------------------	-----------------------

Labor, Vehicle, and Other Costs Allocated Out

	Percentage	General and Administrative	Vehicle Maintenance	Container Maintenance
To Residential Recyclable Materials (6A)	50%	\$ 182,735.04	\$ 45,382.91	\$ 20,449.31
To Residential Organic Materials (6B)	35%	\$ 126,100.01	\$ 31,317.39	\$ 14,111.46
To Commercial Recyclable Materials (6C)	11%	\$ 40,322.68	\$ 10,014.28	\$ 4,512.38
To Commercial Organic Materials (6D)	4%	\$ 15,455.90	\$ 3,838.53	\$ 1,729.62
Total Labor, Vehicle, and Other Costs Allocated Out		\$ 364,613.63	\$ 90,553.11	\$ 40,802.77

Lease Costs Allocated Out

	Percentage	General and Administrative	Vehicle Maintenance	Container Maintenance
To Residential Recyclable Materials (6A)	50%	\$ -	\$ -	\$ -
To Residential Organic Materials (6B)	35%	\$ -	\$ -	\$ -
To Commercial Recyclable Materials (6C)	11%	\$ -	\$ -	\$ -
To Commercial Organic Materials (6D)	4%	\$ -	\$ -	\$ -
Total Lease Costs Allocated Out		\$ -	\$ -	\$ -

Depreciation Allocated Out

	Percentage	General and Administrative	Vehicle Maintenance	Container Maintenance
To Residential Recyclable Materials (6A)	50%	\$ 2,505.87	\$ 1,603.76	\$ 4,018.42
To Residential Organic Materials (6B)	35%	\$ 1,729.23	\$ 1,106.71	\$ 2,772.99
To Commercial Recyclable Materials (6C)	11%	\$ 552.95	\$ 353.89	\$ 886.71
To Commercial Organic Materials (6D)	4%	\$ 211.95	\$ 135.65	\$ 339.88
Total Depreciation Allocated Out		\$ 5,000.00	\$ 3,200.00	\$ 8,018.00

Total Allocated Out		\$ 369,613.63	\$ 93,753.11	\$ 48,820.77
----------------------------	--	----------------------	---------------------	---------------------

Please describe allocation method used (e.g. tonnage, routes, etc.)

Weekly Route Hours

**EXHIBIT 2:
IMPLEMENTATION PLAN**

2.7 Implementation Plan

Allied is Clovis' current recycling and organics material collection provider and, as such, the City's transition and implementation with Allied will be essentially non-existent.

Our knowledge of the service area and the fact that we currently manage a large portion of the customer interaction should provide a high level of confidence to Clovis.

Allied is the only company that can continue to provide the high-quality services customers are accustomed to with no disruption to normal schedules. Our knowledgeable team has an established connection with the community and city staff that cannot be easily replicated. It's our commitment to continue to exceed expectations and demonstrate the best customer experience possible every day we work in Clovis. Our implementation plan for the new services to be offered is provided below and represents experience that has been gained through recent program development and implementation locally and throughout Northern California.

Category	Task	Assigned To	Start Date	End Date	Comments
Contract Negotiations					
1	Contractor Selection Approved	Mike Caprio	Feb-15	Feb-15	This date is indicated as the projected award date by City Council
1.1	Attend meetings to negotiate contract	Mike Caprio, Bruce Murphy	Feb-15	Mar-15	
1	Total Elapsed Time		2 months		
Containers					
2	Commercial Container procurement	Lead: Javier Camacho Assist: Rob Emerson	Mar-15	Jun-15	Order first segment of all new commercial organics containers upon signed contract.
2.1	Review current service levels	Lead: Rob Emerson Assist: Mike Tucker Assist: Carolyn Dickson	Apr-15	Jun-15	Develop plan and timeline for commercial organics service prioritization and outreach approach with assistance from Cascadia
2.2	Waste characterizations for commercial customers	Lead: Carolyn Dickson Assist: Cascadia Consulting	Jul-15	Aug-15	Complete assessments and develop customers list for commercial organics program implementation
	Commence commercial food waste collection	Lead: Rob Emerson Assist: Mike Tucker	Aug-15		Ongoing customer education through Diversion Coordinator -Cascadia most likely to perform introductory mass waste characterizations and facility audits due to short timeline
2	Total Elapsed Time		6 months		



Category	Task	Assigned To	Start Date	End Date	Comments
Public Outreach-Start Up					
3	Services Guide to residential	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. Residential Services Guide to include programs elements such as Sharps Disposal by Mail, Household Battery/Cell Phone Recycling services, Used Motor Oil & Filter collection, Accepted Recyclable & Organics Materials, HHW information and special events (Compost Giveaway, Holiday Tree Collection, etc). Estimated 28,000 pieces
3.1	Services Guide to commercial	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. Commercial Services Guide to include programs elements such as AB 341 and AB 1826 requirements, information on free waste audits, available outreach materials, business recycling tips, HHW information, Accepted Recyclable & Organic materials, Holiday Collection Schedule. Estimated 600 pieces
3.2	Services Guide to multifamily	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and mail. MFD Services Guide to include program elements such as AB 341 requirements, Sharps Disposal by Mail, Accepted Recyclable & Organic Material, HHW information, Resident Tote Bags, available outreach material, Property Management Guide information, how to schedule a free waste audit/resident presentation, holiday collection schedule and special events. Estimated 2000 pieces
3.3	Multifamily recycle posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.4	Multifamily organics posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.5	Commercial recycle posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.6	Commercial organics posters	Lead: Carolyn Dickson	Apr-15	Jun-15	Draft, review, approve and print. Includes accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 300 pieces
3.7	Multifamily bags	Lead: Carolyn Dickson	Apr-15	Jul-15	Bags for multifamily tenants will be delivered by July 2015. Bags are made of coated PE material (non-leak) with accepted and non-accepted materials lists in a graphic format with Spanish translation on the reverse side. Estimated 10,000 pieces
3.8	Recycle noncollection tag	Lead: Carolyn Dickson	Apr-15	Jul-15	Draft, review, approve and print. Estimated 3,000 pieces
3.9	Organics noncollection tag	Lead: Carolyn Dickson	Apr-15	Jul-15	Draft, review, approve and print. Estimated 3,000 pieces
3.10	Website update	Lead: Carolyn Dickson	Apr-15	Jul-15	Include new services and schedule
3	Total Elapsed Time		4 months		



Category	Task	Assigned To	Start Date	End Date	Comments
Public Outreach-Annual					
4	Mail annual customer guide for residential	Lead: Carolyn Dickson	Sept		Begin updates in September for January mailing.
4.1	Mail annual customer guide for commercial/multifamily	Lead: Carolyn Dickson	Sept		Begin updates in September for January mailing.
4.3	Residential quarterly newsletter - bill insert	Lead: Carolyn Dickson	Jan	Qtrly	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.4	Mail commercial/multifamily quarterly newsletter	Lead: Carolyn Dickson	Jan	Qtrly	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.5	Multifamily tenant recycling brochure	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.6	Multifamily posters for organics	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.7	Multifamily posters for recycle	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.8	Commercial posters for organics	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.9	Commercial posters for recycle	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.10	Commercial flyers - three times per year	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.11	Recycle noncollection tag	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.12	Organics noncollection tag	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.13	Commercial/Multifamily AB341 & AB1826 mailer 2 times per year	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.14	Holiday tree bill insert	Lead: Carolyn Dickson	Sept	Nov	Will develop schedule for drafts, approval, printing and delivery methodology.
4.15	Holiday tree multifamily mailer	Lead: Carolyn Dickson	Sept	Dec	Will develop schedule for drafts, approval, printing and delivery methodology.
4.16	Multifamily education kits	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing and delivery methodology.
4.17	Commercial/Multifamily mailer (inserts)	Lead: Carolyn Dickson	Jan	Dec	Will develop schedule for drafts, approval, printing, delivery to mail house.
4.18	Commercial mailer promoting organics program	Lead: Carolyn Dickson	March	May	Review current brochure for any changes and current supply.
4.19	Develop school curriculum	Lead: Carolyn Dickson	June	Aug	Review current brochure for any changes and current supply.
4.20	Multifamily bags	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.21	Other office/event/food waste containers	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.22	Give aways	Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.23	Container stickers	Lead: Mike Tucker Co-Lead: Carolyn Dickson	Jan	Dec	Assess current inventory
4.24	Website updates	Lead: Carolyn Dickson	Jan	Dec	Update as needed
4	Total Elapsed Time			12 months	



**EXHIBIT 3:
CORPORATE GUARANTY**

Corporate Guaranty

THIS GUARANTY (the "Guaranty") is given as of the 5th day of February, 2015.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. Allied Waste Services of North America, LLC (hereinafter ("Owner") is a limited liability company organized under the laws of the State of Delaware, and all of the membership interests in Owner are indirectly owned by Republic Services, Inc., a corporation organized under the laws of the State of Delaware (Guarantor).
- B. Owner and the City have negotiated an Agreement for Recyclable Materials and Organic Materials Collection, Processing, and Marketing Services dated as of February 3, 2015, (hereinafter "Agreement").
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement, which Owner fails to perform, satisfy or observe. If Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses, which might become recoverable by the City from Owner due to its breach of the Agreement.
2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).
1. **Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or

remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of nonpayment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.
5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.
6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in

the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following persons its agents for service of process in California:

C T Corporation System
818 West Seventh Street
2nd Floor
Los Angeles, CA 90017
Phone: 213-627-8252

With a copy by certified mail to:

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
Attn: Mr. Tim Benter, Vice President and Deputy General Counsel
Phone: 480-627-7153

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. **Binding On Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.
11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager
 City of Clovis
 1033 Fifth Street
 Clovis, CA 93612

with a copy to the City Attorney at the same address.

To the Guarantor:

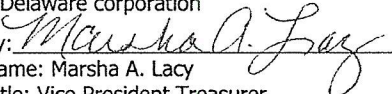
Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054

Attn: Mr. Tim Benter, Vice President and Deputy General Counsel
Phone: 480-627-7153

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR: REPUBLIC SERVICES, INC.

a Delaware corporation

By:  _____

Name: Marsha A. Lacy

Title: Vice President Treasurer

EXHIBIT 4:
CITY FACILITY SERVICE LOCATIONS

City Facility Service Locations

Facility:	Address:	RECYCLABLE MATERIALS:		ORGANIC MATERIALS:	
		# and size:	Frequency:	# and size:	Frequency:
Basin "S" Park					
Civic Center	1033 Fifth	1-2yrd bin	Weekly		
Clovis Botanical Garden				2, 96-gallon carts	Weekly
Cotton Wood Park		1-2yard bin	Weekly		
Deauville Park		1-2yard bin	Weekly		
Dry Creek Park		1-2yard bin	Weekly		
Gettysburg Park		1-2yard bin	Weekly		
Letterman Park		1-2yard bin	Weekly		
Peach & Alluvial Park		1-2yard bin	Weekly		
Police/Fire HQ	1233 Fifth	1-2yd bin	Weekly		
Library	1155 Fifth	1-2yd bin	Weekly		
Fire Station #1	651 Fowler	1-2yd bin	Weekly	2, 96-gallon carts	Weekly
Fire Station #2	2300 Minnewawa	1-2yd bin	Weekly	2, 96-gallon carts	Weekly
Fire Station #3	555 N. Villa	1-2yard bin	Weekly	3, 96-gallon carts	Weekly
Fire Station #4	2427 Armstrong	1-2yard bin	Weekly	5, 96-gallon carts	Weekly
Fire Station #5	790 N. Temperance	1-2yard bin	Weekly	3, 96-gallon carts	Weekly
Pet Adoption Center	908 Villa Avenue	1-2yard bin	Weekly	2, 96-gallon carts	Weekly
Miss Winkles Pet Adoption Center	85 Temperance Avenue	1-2yard bin	Weekly	5, 96-gallon carts	Weekly
Pump Station "E"		1-2yard bin	Weekly		

City Facility Service Locations

Facility:	Address:	RECYCLABLE MATERIALS:		ORGANIC MATERIALS:	
		# and size:	Frequency:	# and size:	Frequency:
Recreation Center	3495 Clovis			4, 96-gallon carts	Weekly
Senior Center	850 Fourth St			2, 96-gallon carts	Weekly
Sierra Bicentennial Park		1-2yard bin	Weekly	2, 96-gallon carts	Weekly
Surface Water Treatment Plant		1-2yard bin	Weekly	2, 96-gallon carts	Weekly
Thornburn Park		1-2yard bin	Weekly	2, 96-gallon carts	Weekly
Treasure Ingmire Park		1-2yard bin	Weekly	2, 96-gallon carts	Weekly
Water Reuse Facility	9700 E. Ashlan	1-2yard bin	Weekly		

EXHIBIT 5:
WARNING NOTICE AND NOTICE OF VIOLATION



ALLIED WASTE

(209) 826-0231

Courtesy Notice: Recycling & Green waste: 1st 2nd
Service was performed today, but the conditions checked below indicate how you can help for your next regular collection.

- Cart overweight (limited 200 pounds)
- Cart over filled
- Lid must be closed to eliminate spillage
- Grey cart for household waste only
- Blue cart for recycle only
- Green cart for yard waste only
- Tires, dirt, sod, rocks, concrete, asphalt, hot ashes, roofing material, paint and other hazardous material not acceptable
- Cart too close to objects such as utility post, fire hydrant, etc.
3 ft. clearance is needed (See Figures A & B on other side)
- Cart too close to vehicle: **12 ft. clearance is needed**
(See Figure B on other side)
- Cart at wrong location, place at edge of curb or _____ side of alley
- Cart must open toward street or alley
- Alleys: **3 ft. between carts and 20 inches from fence**
(See Figure C on other side)
- No plastic bags of any kind in Blue or Green carts**

Your cooperation will be appreciated and will help us in our efforts to give you regular and efficient collection service at reasonable rates. Thank you.

La Nota de la Cortesia: El Reciclaje y desecho Verde: 1st 2nd
Le dimos servicio hoy, pero las siguientes condiciones indicadas le pueden aliviar para su siguiente coleccion regular.

- El contenedor esta con exceso de peso (limite 200 libras)
- El contenedor esta con exceso lleno
- La tapadera necesita estar cerrada para eliminar la caida de la basura
- Solamente desperdicio de casa en el contenedor color gris
- Carreta azul solamente para reciclar
- Solamente desperdicio de yarda en el contenedor color verde.
- Llantas, tierra, asfalta, piedras, cemento, cenizas, caliente, material de tejidos, pinturas, o material peligrosos no se permiten
- Contenedores estan muy cerca a objetos como: Postes de luz, boca de incendio, ets. **Necisitan estar 3 ft. de aclaracion**
(Mire Figuras A y B en el otro lado)
- El contenedor esta muy cerca a vehiculos. **Necisitan estar 12 ft. de aclaracion.** (Mire Figura B en el otro lado)
- El contenedor esta equivocado en su localización. Por favor de poner lo que se mire en el _____ lado del callejon.
- El contenedor debe de abrir hacia a la calle o al callejon.
- Callejones: **3 ft. entre contenedores y 20 pulgadas de la cercas.**
(Mire Figura C en el otro lado)
- Ningún bas del plástico de cualquier tipo en carritos Azules ni Verdes**

Su cooperacion sera apreciada y alivara a nosotros para darles regular y mejor eficiencia de servicio de coleccion y ranonables precios. Gracias.

EXHIBIT 6:
PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS

“Allied is enthusiastic about continuing our partnership with Clovis to create new programs to achieve its environmental goals”

Hazardous Materials Management

Allied employs a rigorous hazardous materials management screening program at both the Rice Road and Newby Island facilities. Safety of our employees is of top importance and we ensure that all staff members are trained to identify and manage any occurrence of hazardous materials in our loads. Please see Attachment 4 for hazardous materials management plans for both facilities.

2.11 Public Education and Outreach Plan

Allied is committed to working in partnership with Clovis to develop and disseminate effective, targeted public education and promotional materials on a regular basis to all customers as part of a larger effort to achieve the City’s environmental goals.

Allied brings a proactive, integrated approach to its customer communications and will use a variety of methods, such as direct mail, posters, media relations, special events, reply and opt-in emails, website and other methods as appropriate, to convey service and recycling messages to reach various audiences. We have extensive experience designing and implementing customized education and outreach programs for residential, multi-family and commercial customers that effectively promote recycling and increase diversion.

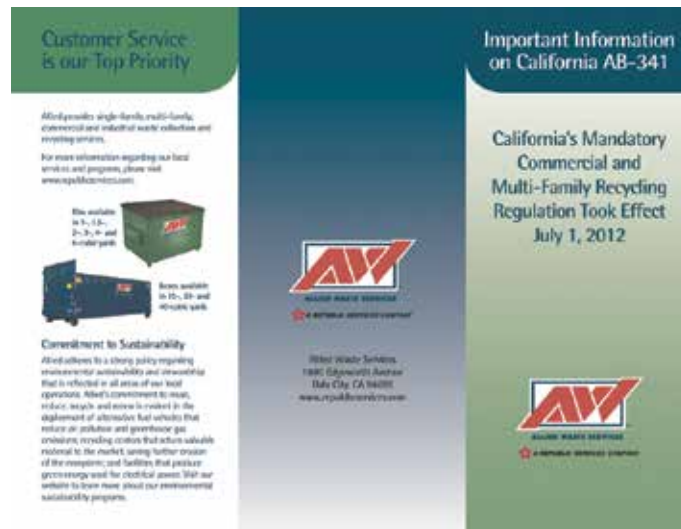
The goal of Allied’s Public Education and Outreach Program in Clovis is to increase recycling participation by engaging community groups and business associations and by directly educating local residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and State recycling requirements such as AB 341 and AB 1826.

Allied is enthusiastic about continuing our partnership with Clovis to create new programs to achieve its environmental goals. To that end, Allied has arranged to license Cascadia Consulting Group’s proprietary tool, the Eco Diversion Calculator, to assist with outreach and technical assistance. The tool will allow Allied’s Diversion Coordinators to focus on the education and training for MFD and commercial organics customers to promote the new organics programs and additional source separated recyclables diversion.

Our use of Cascadia Consulting Group will be as a licensee in terms of their software but also to assist in the initial screening of commercial customers for organics diversion opportunities. Additionally, they offer extensive experience, most specifically in the area of waste characterization and consultation on production of creative and effective outreach

materials and tools. Cascadia brings nearly 20 years of experience designing, implementing, and refining commercial technical assistance programs that continue to get results for cities such as Seattle, San Francisco, and Portland. More detailed information on Cascadia can be found in below.

As noted previously, the implementation of all new programs will be done in a manner that is consistent with the City’s goals for solid waste management and in line with their needs as managers of solid waste facilities that they are responsible for maintaining.



Go beyond recycling and provide comprehensive sustainability services – In addition to offering recycling-related services, Allied plans to equip customers in Clovis with the tools to tackle other important environmental opportunities such as source reduction, environmentally preferable purchasing, resource conservation, sustainability, and mitigating climate change impacts. This strategy will be guided by State mandatory recycling requirements such as AB 341 and AB 1826.

Allied's recycling representatives will reach out to community leaders to become advocates for recycling. First we will encourage them to "walk the talk" by showing that they and their organizations are active participants, then by asking them to participate in community events with Allied.

Other elements of our messaging strategy include:

- Terminology – It is important to use words that the public understands, and avoid industry jargon. Prior to developing outreach materials, Allied will meet with Clovis staff to decide on preferred terminology.
- Limited Text – Writing clearly will enhance key message comprehension and retention. Avoiding use of excessive text, using simpler words, and eliminating redundancy are key to Allied's plan for effective collateral development.
- Use of Graphics – Messaging has moved from long "Yes, No" lists, to full-color photos and catchy graphics, especially in items designed to appeal to children. The use of blue to indicate recyclables and green for organics is becoming more widely accepted.
- Easy-to-read – Nearly every focus group review of outreach and marketing collateral reminds us that the usage of simple font in an appropriate text size is critical to the production of easy-to-read documents.

Overall Public Outreach Program

Allied is committed to working in partnership with Clovis to develop and distribute effective, targeted public outreach and promotional materials on a regular basis to all of our customers. We bring a proactive, integrated approach to our customer communications. We use a wide variety of methods to convey specific messages designed to reach various audiences, as one message never reaches everyone. Messaging will include bill inserts, direct mail, posters, paid advertising, media relations, special community events, opt-in emails, our website and other methods as appropriate. All outreach materials will be produced in English and Spanish. Additionally, messaging will be culturally-appropriate for our customers. Allied will prepare outreach materials in other languages as requested by Clovis, as we maintain an ongoing contact for translation services.

Outreach Campaign Components

The following collateral materials comprise the general components of Allied's public education and outreach plan, organized by generator type. Should a component be one created specifically for the transition period only, it is indicated below.

Program Campaign Components

The following components will be part of the collateral materials Allied develops for all customers. Distinct versions of all materials listed will be developed and tailored to meet the various generators to be serviced under this contract: single-family, multi-family, and commercial. All Allied materials have a professional, branded look and feel which will achieve a level of recognition and familiarity among our customers. We always ensure a minimum of 10 percent overrun of printed materials for any additional distribution and outreach material will be available for download on www.republicservices.com/site/fresno as appropriate.

Staffing

To accomplish all of the activities described in our Outreach Plan, Allied will utilize the one full time Community Relations/Public Education Manager who will be 100 percent dedicated to the Clovis contract (40 plus hours per week), especially focused on special events and outreach to multi-family, commercial and schools.



Budget

The proposed budget for public education and outreach on an annual basis is approximately \$43,000, not including compensation for the Community Relations/Public Outreach Manager.

Samples of outreach pieces currently distributed in Clovis and in other Allied service areas in the Bay Area are found in Attachment 3.

Door Hanger/Initial Mailing

Allied will, in advance of the contract start date and in accordance with the finalized Agreement, will mail an initial brochure to all customers explaining collection programs. The mailing will describe program changes, route changes, dates of program implementation, recycling and diversion programs available, special services available, the holiday collection schedule, proper handling and disposal of HHW and Allied contact information. The initial mailing will be tailored to meet the collection specifics of each generator type.

Quarterly Newsletters

Allied proposes to use quarterly newsletters as an opportunity to provide informative and engaging information (e.g. special collection events, resources for disposing of household hazardous waste, e-waste recycling options, AB 341/AB 1826 mandates and the benefits of recycling and resource conservation). Allied will incorporate special articles into each newsletter, from spotlighting green businesses in May to reminding residents to compost their pumpkins in October. Additionally, we propose to dedicate a portion of the newsletter to our younger recyclers; from waste prevention word searches to recycling quizzes, we want to engage family members of all ages.

Since a growing portion of the population prefers digital over paper, Allied proposes to provide both paper and electronic newsletter options. Allied maintains a database of customer email addresses, provided by customers who prefer to receive services electronic correspondence. These customers will receive electronic newsletters instead of paper.



The benefits of providing an electronic newsletter option

are two-fold. We will accommodate customer preferences, but electronic newsletters will also enable us to learn more about the effectiveness of our articles—for example, e-newsletters provide data regarding open rates, read rates for each article, and forward information—allowing us to understand what matters most to customers and tailor future outreach efforts.



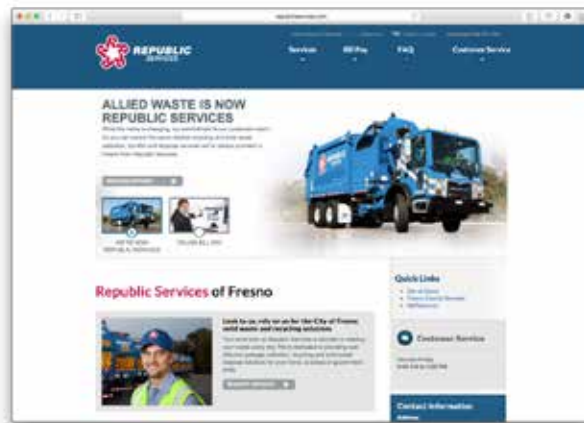
Corrective Action Notice (Oops Tag)

Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service.

Although this element will not be used during the initial transition period, Republic's Corrective Action Notice, or Oops Tag, will be utilized in one of two ways, depending upon Clovis' preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and Corrective Action Notices issued during collections in that month. The one exception to limited Corrective Action Notice distribution would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, Corrective Action Notices will be used whenever a collection is unacceptable for health and safety reasons or due to an unpermissible level of contamination is observed in either the recyclables or yard waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as trash. When drivers turn in their Corrective Action Notices, the information is entered into a database and used for detecting behavioral patterns or trends that need correcting via Allied's public education and outreach program. The form can be revised based on Clovis' input. We recognize the need to not only educate our customers on proper set-out and recycling procedures, but to also reward customers when they get it right. In addition to Oops Tags, we want to acknowledge customers with "Good Job" notices will be distributed to those who do an exemplary job of recycling all of the materials they can.



Website – www.republicservices.com/site/fresno



Allied's local website is designed to be a one-stop resource for news, information, and education on collection, recycling, transfer, and disposal services, providing in-depth information on residential and commercial programs, downloadable outreach information and environmental initiatives. The current website will be updated to include even more tips and resources for maximizing curbside recycling, information for commercial customers to boost diversion rates, and specifics on how to responsibly dispose of e-waste, hazardous household materials, and other environmentally harmful materials. Allied's website already enables customers

to view their collection schedule by simply typing in the service address, securely pay their bill online, and identify who to contact at Allied with service requests questions. The website will also include a Kids' Place section featuring activities designed for children to learn more about the environment and recycling using puzzles, games, and word searches.



Additional ways Allied plans to engage residential customers and maximize diversion include:

Green Family Spotlight

Partner with a local media outlet such as radio, TV or newspaper (AM news segments work well for this) to create a monthly “green family spotlight” promoting local families that have submitted a story/tip on living green. If local media is cost-prohibitive, we will spotlight the family using social media outlets, Allied’s webpage, quarterly residential newsletters, and the City website. In order to accomplish this, Allied will provide information to residents letting them know of this opportunity, create an outreach piece that describes the program and review all of the applications to see which families would be a perfect fit. Once the families are chosen, Allied will write up the spotlight and place it in appropriate media locations.

Allied currently places bi-monthly public outreach ads in the Clovis Round-Up and the Green Family Spotlight can easily be woven into this media.

Senior Citizen Recycling Ambassador

Allied recognizes the importance of utilizing community figures who love where they live, have time to help, and are looked upon as leaders in their community. As such, Allied will identify senior citizens in the community who would like to become green stewards and help move Clovis towards zero waste. This ambassador program will recruit, train, and support recycling outreach by using these individuals during community gatherings, art and wine festivals, trainings at senior centers, and other activities as appropriate.

We will work collaboratively with Clovis staff to design and implement this program and will use mailings, newsletters, and press outreach efforts to promote the Senior Citizen Recycling Ambassador program during implementation and throughout the program.

Multi-Family and Commercial Technical Assistance

Multi-Family Outreach Program

Allied recognizes the importance of providing MFD customers with the opportunity to participate in a successful recycling program, especially with the advent of State recycling mandates. For this reason, we propose to build off our already established relationships with property owners, managers and HOA to offer them the resources and assistance necessary to maximize participation and diversion results. By touching every customer, but beginning with a concentration on high volume generators, we anticipate a significant increase in recycling participation. In cases where more assistance might be required, Allied local office employs a team of recycling representatives who will be available to provide support as needed.

Maintaining ongoing success of MFD recycling programs requires a significant amount of focus on each location as well as creative ideas to keep the stakeholders engaged. To that end, Allied intends to involve Cascadia to supplement our outreach efforts to achieve the high diversion levels Clovis expects by assisting with training Allied staff and utilizing Cascadia’s unique EcoDiversion Calculator. When it comes to environmental programs and education, we appreciate the opportunity to put the best minds in the industry together to achieve outstanding results. With Allied and Cascadia working in partnership the only outcome is success.

Allied understands that the success of a multi-family recycling program is contingent on achieving the following:

- Gaining the support of resident managers or associations in larger complexes.
- Educating a relatively transient population on a continuous basis.
- Getting commitment from the renting population.
- Finding adequate storage space for central collection containers, as well as storage within the individual units.
- Distance between rental units and the central collection locations.
- Contamination issues.



To address these potential barriers, Allied will reach out to property managers and residents of multi-family units, and provide service and recycling information using direct mail, recycling totes, events on-site, delivery of door hangers and posters and any other means to create a successful program. Our recycling representatives will conduct on-site visits and waste assessments and be available via telephone and email. High volume customers will be initially targeted, but smaller complexes in the same vicinity will also be contacted so time efficiency and maximization occurs. This will also be beneficial for customers that need additional assistance and require multiple visits.

Additional support for our recycling programs include:

Multi-Family Property Manager Focus Groups

Allied works closely with the property managers and tenants of the multi-family dwellings (MFDs) within the City of Clovis, but recognizes that high turnover does occur and that it would be beneficial to revisit all multi-family properties to assess the changing needs of the property managers (PMs) and tenants. In order to accomplish this, we propose working with multi-family property managers to determine the most effective communication methods to reach property managers, identify incentives that would encourage PMs to invest time in the expansion of recycling programs at their properties, and identify and/or review resources/educational needs to make it easier for PMs to communicate with residents about recycling.

To help with this process, Allied will conduct a series of property manager focus groups prior to contract implementation. Recruitment efforts will focus on attracting a diverse group of participants that represent the various multi-family scenarios (e.g., building size, resident demographics, and owner versus contract property manager structures). Focus group results will help shape and fine-tune the multi-family outreach strategies presented in this proposal while also providing information regarding the effectiveness of existing outreach strategies and materials.

Multi-Family Recycling Champion

Multi-family recycling champion or ambassador programs recruit, train, and support recycling outreach efforts of volunteer multi-family residents and onsite managers. Such programs have grown in popularity in recent years. Municipalities in the United States and abroad have implemented similar programs, which center on the identification of an onsite multi-family resident or manager that has an interest in volunteering a small amount of time to help his or her neighbors to increase recycling. Efforts often made by onsite volunteers include:

- Posting and maintaining clear signage and educational posters
- Keeping an eye on shared recycling and garbage containers to identify contamination issues and note specific items of confusion
- Presenting recycling information at resident meetings or hosting a recycling information night
- Serving as an on-site contact for coordination, with additional education and outreach resources and programs provided by haulers and municipalities

Allied will implement a citywide, ongoing multi-family recycling champion program that incorporates best practices and lessons learned from similar programs. For example, similar champion programs have indicated that keeping on-site recycling champions engaged is key to producing diversion results. Allied proposes to conduct an annual competition among recycling champions that will reward and incentivize champions who increase recycling at their properties.

We will work collaboratively with Clovis staff to design and implement this program and will use mailings, newsletters, and press outreach efforts to promote the recycling champion program during implementation and throughout the program.



Development of “Recycling Welcome Kit” for New Multi-Family Residents

Allied will develop recycling welcome kits for property managers to distribute to residents upon lease agreement. Allied will also place outreach materials under the door of each apartment twice a year to further increase awareness of the



recycling program and help remind tenants. With information gathered through property manager focus groups, Allied proposes to provide a comprehensive set of resources that may include:

- A recycling commitment pledge form requiring resident signature and commitment to recycle
- A reusable recycling tote bag to transport recyclables to shared containers (this tote bag will have an explanation of the acceptable/not-acceptable material list and may include information on wet/dry services if chosen)
- Recycling guidelines, such as a move-in/move-out resources guide with information on how to dispose of bulky items
- Local options for donating usable items

In addition, Allied proposes the development of resources that can be easily edited or customized by property managers, including identifying the location of recycling and garbage containers/enclosures, information regarding who to contact if the containers are full or overflowing, and how to notify property management of illegal dumping concerns.

Annual Multi-Family Resident Newsletter

Depending solely upon a property manager or building owner to disseminate key recycling information and resources to multi-family residents is ineffective. Unlike single-family residents, multi-family residents have traditionally received limited direct communication or educational materials about the recycling collection programs available at their property. Allied proposes to send multi-family residents an annual newsletter with information regarding recycling and resource conservation; tips for disposing of bulky items when moving; and promotion of our recycling champion program and other multi-family specific collection services, resources, and programs. Similar to our single-family newsletter, Allied also suggests the inclusion of kid-friendly content such as recycling word searches or a waste prevention crossword puzzle.





MFD-To-MFD Recycling Challenge

This MFD-to-MFD recycling and/or waste reduction challenge would provide a competition between multi-family dwellings to see who can achieve higher diversion with community grants for local improvements available to those MFDs that win. This competition would be developed to encourage MFDs to recycle and compost more by tracking the volume levels of their trash, recycling and compost containers. In order to do this, Allied will offer to all MFDs an opportunity to participate in the challenge and will include only those that are active in their recycling program and have low contamination levels. Once the MFDs are identified, Allied will provide a competition guideline including timeline, tracking sheet, outreach pieces and specific instructions to help increase participation. After the competition is completed, Allied will review results and identify the winning MFD, which will be highlighted in newsletters and on the website.

Green Community Certified

Develop a multi-family green certification program with various educational, resident engagement, and infrastructure/service requirements. Property managers that attain "green community" certification receive special promotion/recognition through paid and earned media, incentives and the use of "green community certified" marketing rights. In order to accomplish this and in cooperation with the City, Allied will put together green guidelines informing all MFDs of the opportunity to become a green MFD. Those MFDs that apply will need to meet strict standards on a regular basis in order to be certified. Once certified, they will be provided with a certificate that recognizes them as a green MFD, will be acknowledged by the City, and will be highlighted on the website and in the quarterly newsletter.



Outreach and Program Tool Distribution

Allied will provide a variety of tools for multi-family dwellings to assist with active participation and increase diversion. Research has shown by providing different tools for a program to help with incentivizing and making a program easier will increase diversion. To that extent, Allied will provide the following tools:

- **Recycling Totes:** On commencement of the contract, all property managers and owners will be contacted by Allied to determine the number of Recycling Totes they will need for distribution to their residents. Multi-family Totes will include “Recycling How-To” information in English and Spanish and a list of acceptable Targeted Recyclable Materials as part of the new single-stream recycling program.
- **Kitchen Pails:** For apartments that subscribe to organics collection services, Allied will, on request, deliver “Green Your Kitchen” kits to property managers for distribution to their tenants. The kits will include a countertop organics recycling pail, consumer information sheets on organics recycling, how and why residents should participate, and a list of acceptable plant and food scrap organic materials.
- **Battery Buckets:** Through direct multi-family customer communications, Allied will make appropriate arrangements for the placement of battery, cell phone and CFL recycling receptacles—Allied “Bat Buckets”—that can serve the needs of the entire MFD complex. Allied will communicate with property managers to determine the most convenient and environmentally responsible placement of Bat Bucket location(s) within the MFD complex, and will provide educational information and additional Bat Buckets within five working days of property manager’s request.
- **On-Going Technical Support:** Allied recycling staff will provide on-going technical support to apartment managers to increase recycling at apartment complexes.



Door-to-Door Outreach Distribution

Allied will provide door-to-door delivery of multi-family recycling totes and organics kitchen pails during contract implementation with contractually agreed upon public educational materials. Allied staff and Cascadia will distribute the outreach materials and talk with residents that are home to explain the program and answer any questions they may have.

Complex Manager Information

An information packet will be developed especially for multi-family complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling, and yard waste collection services, but will also include information on special services such as holiday tree and bulky item collection services, rate changes State mandatory recycling requirements; proper handling of hazardous material, E-waste, U-waste; move-in/move out information for distribution to residents. Complex managers will receive this general information annually or upon request.

Container Labels



Containers will be labeled with Allied contact information that are proportionally sized. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display an in-mold label describing acceptable contents. All labels will employ simple line graphics to convey general messages.



Collection Point Posters

It is common to receive requests from multi-family managers for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be distributed and/or displayed by Allied at collection points, with complex permission, just prior to transition between contractors. Route supervisors and the recycling representative will inspect collection points to ensure collection point signage (including container labels) is maintained.

Compliance

Allied will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 and AB 1826 compliance and will implement a plan that supports and educates State requirements to our multi-family and commercial customers. The implementation plan will include updating our website and print materials with information pertaining to the mandatory requirements. Allied has partnered with its other local service areas to promote and meet mandatory recycling requirements with success.

Commercial Technical Assistance Program

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, so that staff time to manage wastes is not increased. Knowing this, Allied's recycling representative will emphasize these points during the initial recycling opportunity assessments with support from Cascadia Consulting. Outreach materials will be combined in a manner that addresses customer need, and will be submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between Allied and business managers during the initial assessment process.

Informational Flyers & Posters

Allied will develop an informational flyer addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like. All flyers will emphasize State mandatory recycling requirements.

Container Labels

FEL bins or commercial carts will be labeled in the same manner described above.



Recycling Workshops

As mentioned in MFD program components above, recycling workshops will be offered to those businesses with a need for, or that request such a service. In addition, workshops will be offered to business associations, Chamber of Commerce, Rotary and any other applicable or interested organizations.



Miscellaneous Collateral Materials

It has been Allied's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. Allied is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, it is within our power to produce an item that will make recycling programs a success. Allied will produce these items in-house.

Allied promotes the concepts diverting waste from landfill, waste reduction, reuse, recycling, and composting, as well as promoting the safe disposal of waste that cannot be diverted.

Our team of recycling representatives is critical to delivering these messages. The team will target its initial educational efforts on high-volume waste generators and work directly with owners/property managers. Allied will also include the following approaches to ensuring the highest levels of commercial customer education, awareness and satisfaction:

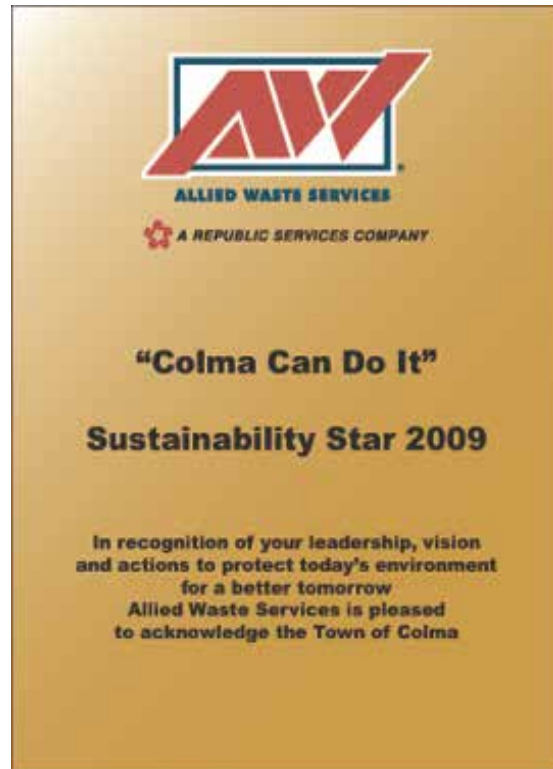
- Waste Audits and Technical Assistance-Allied will continually track and monitor participation and contamination. Whenever issues are identified, we will provide appropriate solutions at the customer level, including but not limited to, personal phone calls, emails and on-site visits. Cascadia Consulting will provide significant support during waste audits, not only because of their years of experience but also because of their unique waste characterization tools and reports.
- Once a year, Allied will invite its largest commercial customers to a hosted Recycling Workshop, to discuss program strategies to recover Targeted Recyclables Materials, and distribute recycling information kits to attendees.
- Janitorial and Food Service Employee Training Programs - Allied will offer training for in-house and contracted janitorial companies, including multi-lingual educational materials and presentations to educate janitorial employees on recycling options, how to minimizing contamination, set-out procedures, and other recycling information.
- Green Business Program – Information on How to Become a Certified Green Business will be provided and promoted. The recycle representative will be available to assist the business with their certification if they are interested.
- AB 341 And AB 1826 Outreach – Notify customers twice a year of the requirements and benefits of AB 341 and AB 1826. Customers will receive a thank you for fulfilling their requirements in maintaining a recycling program.
- Seal of Sustainability Award - Allied will award commercial customers who have increased their recycling service levels by 10 percent or more with a "Seal of Sustainability" decal recognizing their achievement and commitment to the environment and "greening" their community. Allied will announce the recipients of the annual Seal of Sustainability via news releases, website, and newsletter.



“Allied is enthusiastic about continuing our 25 year partnership with Clovis to create new programs to achieve the City’s diversion goals”

Additional ways Allied plans to engage commercial customers and maximize diversion include:

Business Recycling Recognition



This program will include a competition between businesses to reduce waste and increase diversion of recyclable and compostable materials. In addition, Allied will produce and make available on its website case studies that inspire other businesses to take action. Allied’s website provides customers with service information, recycling guidelines, how to sustain a green business, and more. Upon award of the contract, Allied’s website will be updated and become a tool customers can use to succeed in their recycling efforts.

Green Business Ambassador Training and Engagement Program

This will offer a training program for conservation ambassadors within the Clovis business community in exchange for their time educating others in their industry on sustainable business issues. These champions could also be encouraged to get their peers to participate in recycling and organics programs. Champions who successfully complete the training and their volunteer hours would receive a certificate of recognition from the Clovis.

Staffing

To accomplish all of the activities described in our Outreach Plan, Allied will employ one full time equivalent recycling representative who will be 100 percent dedicated to the Clovis contract (minimum 40 hours plus per week), especially focused on special events and outreach to multi-family, commercial and schools. These positions will work with our Municipal Services Manager for the Fresno operations, who will dedicate at least 10 hours per week to Clovis. The estimated hours of technical assistance that will be provided per account is 2 hours and the total annual hours for the technical assistance program is unlimited. Some customer appointments take longer than others for various reasons so it’s difficult to estimate the total technical assistant hours.

In an effort to achieve Clovis’ diversion goals, Allied will target all multi-family complexes for because this particular sector presents some unique challenges. The constant turn-over of tenants make multi-family dwellings a prime target for constant education and outreach. Communicating continuously and consistently, through Allied’s outreach manager, coupled with assistance from a proven partner such as Cascadia Consulting Group will allow us to blanket the multi-family sector in Clovis and will help to ensure that the City achieves their diversion goals.

Outreach and Technical Assistance Support

Allied is enthusiastic about continuing our 25 year partnership with Clovis to create new programs to achieve the environmental goals. As noted above, Allied has engaged Cascadia Consulting Group, to serve as our outreach and technical assistance partners for this project, most specifically in the area of waste characterization technical support. Cascadia brings nearly 20 years of experience designing, implementing, and refining commercial technical assistance programs that continue to get results for cities such as Seattle, San Francisco, and Portland.





Main Office

1109 First Avenue, Suite 400

Seattle, Washington 98101

Telephone: (206) 343-9759

Fax: (206) 343-9819

Local Office and Contact

San José Office

84 West Santa Clara Street, Suite 888

San José, California 95112

Telephone: (408) 249-4502

Fax: (408) 249-0681

Contact: Tracie Bills

Senior Associate

Cascadia Consulting Group

Telephone: (408) 249-4502

Email: Tracie@cascadiaconsulting.com

<http://www.cascadiaconsulting.com/>

Cascadia description

Cascadia Consulting Group (Cascadia) develops and implements innovative solutions to today's environmental challenges. Founded in 1993, we work with private- and public-sector clients to advance sustainability through recycling and materials management, climate change mitigation and adaptation, energy efficiency, and storm water pollution prevention. The Cascadia team brings both expertise and creative thinking to research and analysis, strategic planning, program design and implementation, and outreach and evaluation. With staff in Seattle, San Jose, Portland, and Tucson, we serve clients across the country and abroad. Our mission is to pioneer a sustainable future, making a positive difference for our clients, our community, and the environment.

Cascadia is a national leader in developing, implementing, and supporting effective diversion programs for commercial, single family, and multifamily sectors. Communities from coast to coast have relied on Cascadia to:

- conduct more than 100 baseline waste stream characterization studies
- provide technical assistance and innovative solutions to more than 12,500 businesses and multifamily properties, reusing, reducing, and recovering thousands of tons of valuable materials
- develop customized tracking and analytical tools for more efficient customer service, transparent program delivery, and real time progress reporting
- design effective high diversion and zero waste plans to boost materials reuse and recovery;
- provide objective, third party research on feedstock and technologies to inform long-term policy and planning
- support the development of new and emerging markets

Allied proposes to use the EcoDiversion® Calculator (EDC) developed by Cascadia, to further enhance commercial technical assistance. This Excel-based tool is used to facilitate more efficient commercial outreach activities. Cascadia will modify the EDC for this project in order to provide a customized tool for Clovis. This outreach tool efficiently





generates recommendations and calculates cost savings, tonnage reductions, and greenhouse gas savings from a single waste reduction and recycling site visit. It compiles useful reports for the business and for the service provider, while streamlining information that the outreach staff needs to communicate on-site.

Cascadia works with a broad array of clients including state and local governments, large and small businesses, airports, the hospitality industry, hospitals, schools, military bases, tribal councils, and parks to substantially reduce waste

at its source as well as its associated environmental impacts and costs. Our well-connected team brings experience working with every major metropolitan region along the West Coast—from Los Angeles, California to Vancouver, British Columbia—to assess potential, shape strategies, and implement community outreach programs to move toward ambitious waste reduction, recycling, composting, and “zero waste” targets.

Bios



Tracie Onstad Bills, Senior Associate, Senior Associate, has over 19 years of materials management experience including working for a hauler, a county government, a non-profit, and over seven years with materials management consulting firms. Tracie has provided commercial sector materials flow assessments, green events project management, construction and demolition (C&D) research, and recycling and waste management technical support to businesses throughout Northern California. Recent projects include mandatory recycling technical assistance for StopWaste, climate inventory submission for RethinkWaste, organics study for multi-family dwellings in San Francisco, mandatory organics research for the cities of

Fremont and Union City, anti-scavenging research for RethinkWaste, project management for 10,000 visual audits in San Jose for Allied Waste Services, auditing customer service and scale house operations for RethinkWaste, and assistance with green business certification program requirements related to solid waste reduction.



Hilary Near, Associate, provides leadership and expertise on resource conservation and management projects, building on almost a decade of environmental education and program development experience. Hilary collaborates with service providers, local governments, and businesses to implement waste reduction and recycling programs that support sustainable business practices. She is currently providing recycling and waste reduction technical assistance to the StopWaste.org Business Partnership Program in Alameda County, Ca. She developed and applied her program management skills in previous positions at San Francisco’s Zero Waste program at the Department of the Environment and at StopWaste.Org. Hilary is a certified LEED

Green Associate and Master Composter.



Emmanuel Nava, Project Assistant, focuses his efforts on providing recycling assistance to businesses in Alameda County through the StopWaste.org Partnership Program. Emmanuel brings previous experience from both the private and public sectors, having worked for Recology San Mateo County as a Diversion Auditor, for the San Francisco Department of the Environment as the Residential Zero Waste Associate, and for the R4 Recycling Program at University of California, Davis. In these roles, he has provided waste reduction and recycling assistance to residents, businesses, students, and university staff. He is a strong advocate for zero waste and currently serves as the Co-Director of the Zero Waste Youth Convergence, an

organization focused on building a zero waste network and exposing youth to opportunities available in the materials management industry.



Relevant Project Experience for Cascadia includes:

StopWaste.Org Business Partnership Technical Assistance Program

Alameda County Waste Management Authority, CA

On behalf of StopWaste.Org of Alameda County, Cascadia provides technical assistance for the Business Partnership program. Program goals include maximizing the diversion of recoverable materials and increasing compliance with the County's new mandatory recycling ordinance—at the lowest possible cost. With increased efficiency and effectiveness in mind, Cascadia has refreshed existing materials, created new tools, developed new protocols and initiated pilot efforts streamline services. We've also recruited, hired, and trained a multilingual outreach team to meet the County's diverse cultural needs. Under Cascadia's leadership, the StopWaste.Org Business Partnership has reached more than 1,000 businesses throughout the County. Working with a diverse spectrum of business types and sizes, including Chevron, McDonald's, The North Face, Ariat International, Tesla Motors, Sysco Foods, Reliance Metals, Western Digital, and Form Factor, the Partnership has completed 180 in-depth waste assessments, initiated 105 new waste reduction and diversion programs, and achieved more than 4,600 tons of new commercial sector diversion over 3 years.

City of Tucson Business Diversion Technical Assistance Program

City of Tucson, AZ

Beginning in 2010, the City of Tucson engaged Cascadia to manage a commercial outreach and technical assistance program with the goal of nearly doubling the city's commercial waste reduction and recycling participation. In three years, Cascadia conducted more than 470 onsite waste diversion and recycling opportunity assessments, providing detailed waste characterization audits and employee training sessions for business and multifamily customers and assisting with ARRA project outcome reporting. Cascadia trained employees to incorporate recycling smoothly into their individual, day-to-day work routines and represented the program in interviews with local television and print media—sharing the waste audit project, recycling news, programs, and opportunities with Tucson residents—as well as to organizations such as the Arizona Recycling Coalition, the U.S. Green Building Council, and the Tucson Green Chamber of Commerce. Finally, Cascadia conducted follow-up training to ensure program sustainability by enabling Environmental Services Department staff to continue providing on-site waste audits in-house. Key waste reduction and sustainable business achievements have included more than 50 new commercial recycling accounts, projected to save businesses \$41,000, divert 720 tons of waste, and eliminate 1,950 metric tons of carbon dioxide equivalents annually.

Multifamily Diversion Technical Assistance Pilot Program

WA Utilities and Transportation Commission (WUTC); Local Hauler; King and Snohomish Counties

On behalf of a local hauler and the WUTC, Cascadia conducted international case study research and coordinated on-the-ground field work in Snohomish and King Counties to inform the development and implementation of innovative multifamily recycling pilot projects. Through the research process—including literature reviews and on-the-ground, CBSM-based fieldwork, Cascadia identified a number of unique strategies that have achieved measurable improvements to outcomes and that could be applied locally. In 2013 and 2014, Cascadia has been working with the hauler and several consulting partners to design, implement, and evaluate a multifamily pilot projects in King County (focusing on the Hispanic-Latino population) and Snohomish County. The methodology for each pilot was informed by Cascadia's CBSM-based research, which identified unique strategies that 1) have achieved measurable improvements in multifamily recycling; 2) were considered to be the best culturally competent design; and 3) met a set of five "best practice basics," including four related to recycling infrastructure and one related to resident engagement. Implementation and evaluation of the pilots involve multilingual education and outreach, ongoing technical assistance to property managers and residents (using iPads and web-based tools), periodic waste audits and contamination assessments, and pre- and post-pilot evaluation surveys. Findings from these pilots are providing valuable insights for more mature recycling programs throughout the country and are contributing to a larger statewide multifamily recycling research effort led by the Washington State Recycling Association that is poised to identify best practices for improving outcomes in Washington and throughout the Western U.S.



Multifamily Recycling Outreach and Education

City of Renton, WA

Cascadia is managing a citywide market research and outreach strategy development effort aimed at increasing a low (10 percent) recycling rate in the City of Renton's multifamily sector. The two-part project began in 2012 with extensive research to uncover the benefits and barriers to successful multifamily recycling. Research was administered through site visits, property manager interviews, resident surveys, and focus groups at a small number of targeted properties. This project focused on properties identified as having 1) high levels of contamination in recycling bins; 2) low recycling rates; 3) 20 units or more; and 4) multicultural resident demographics. Based on the results of this work, Cascadia developed a pilot outreach approach to engage and change recycling behaviors across the target properties that would address property-specific benefits and barriers through cost-benefit analysis, multilingual resources, onsite audits, and monitoring and communicating progress toward diversion goals. In 2013, Cascadia began implementing the pilot program at four test properties in the Renton service area. The goal was to apply and test the infrastructure and education strategies in isolation and in combination; evaluate results through surveys and onsite visual and volumetric audits; and use findings to produce a well-designed program that leads to measurable results and replicable, high-impact solutions throughout Renton's multifamily sector. Post-pilot evaluations will be conducted in 2014 and will inform the development of full-scale multifamily programs moving forward.

Resource Venture Business Diversion Technical Assistance Program

Seattle Public Utilities, WA

Since 2006, Cascadia has managed all aspects of SPU's Resource Venture program to provide outreach, education, and technical assistance to help Seattle businesses conserve resources and reduce or prevent pollution. As the primary contractor, Cascadia leads a team of more than a dozen subconsultants delivering targeted communications and marketing support, data management, and technical assistance citywide. The program has served more than 8,500 businesses in the Seattle area, including most major hotels, restaurants, hospitals, architecture and law firms, and large-event venues. In recent years, the program has expanded its focus on small and ethnically-owned businesses with "Get on the Map," a multimedia campaign that uses social media to publicly recognize businesses taking action to cut waste, save water, and reduce pollution. Outreach and technical assistance includes hotline, web, and on-site communications. Business participation is targeted and tracked using customer relationship management (CRM) software customized and maintained by Cascadia staff.

Friends of Recycling and Composting (FORC) Multifamily Diversion Training Program

Seattle Public Utilities, WA

Cascadia worked with SPU to design a suite of creative approaches for conducting citywide outreach to multifamily properties, including managing 20 young adult interns to sign up multifamily properties for food waste collection and recruit volunteer FORC Stewards at each property. Approximately half of the interns came from multicultural communities. Cascadia scheduled these young adults to contribute a total of 518 hours during the summer of 2010. The objectives were to expand participation in the City's multifamily recycling education program, maximizing the effectiveness of new organics collection through volunteer FORC Steward outreach. During the program, 232 multifamily properties signed up for food waste service, and 233 volunteer FORC Stewards were recruited from these sites. This helped the City turn its FORC program into an active and vital on-site steward network as it transitioned in 2011 to mandatory multifamily food waste collection, part of a comprehensive city wide effort that is helping to move the sector from 25% diversion in 2005 to nearly 37% in 2012.



Residential Recycling Outreach

King County, WA

More than half of the residential material that ends up in King County's landfill could be recycled at curbside. King County aims to eliminate all waste of materials that have economic value by 2030. As part of this effort, Cascadia helped support a recycling education campaign in 2006 to motivate residents to recycle more: "Recycle More. It's Easy to Do." To inform program goal development through a community-based social marketing approach, Cascadia conducted research, including a series of in-home interviews to explore household waste practices and perceptions. With King County, the team devised a multi-media outreach campaign to motivate residents to recycle more, providing them with tips on easy ways to recycle at home. As King County's residential recycling rates steadily climbed, the program's focus has transitioned to provide more targeted assistance around specific material streams and customer groups. In 2012, Cascadia's work includes supporting the launch of a Recycle More "street team" for door-to-door and community events as well as conducting audits of targeted residential waste and yard waste containers to ascertain the composition of organics and waste streams and the potential for food waste prevention among customers in a pilot community.

Commercial and Residential Outreach and Technical Assistance Program

City of Federal Way (WA)

In 2010 a large national hauler approached Cascadia to lead waste reduction and recycling outreach to all of its 1,200 commercial customers in the City of Federal Way. Within a brief but intense six-week period, Cascadia developed a comprehensive outreach plan, recruited and trained outreach specialists, mapped out the commercial account list, compiled and developed program outreach material, and developed an Excel-based audit tool to facilitate more efficient commercial outreach. Minimizing the data entry effort required by outreach staff, this outreach tool automatically draws from hauler waste account records, efficiently creates recommendations, and calculates cost savings, tonnage reductions, and greenhouse gas savings from a single business site visit. It then compiles actionable reports for the business assisted and for the service provider. Under Cascadia's coordination, outreach specialists conducted site visits to all 1,200 waste account holders and provided customers with posters, brochures, customized service-level recommendations, and a waste and recycling checklist. More than one third of businesses visited in the six week period signed up for new or expanded recycling services.

Composting Curbside Organics Cart Audits

Seattle Public Utilities, WA

The City of Seattle and its primary composting facility desired a better understanding of the amounts and types of materials—particularly contaminants—being collected and processed through the City's organics program. To determine the composition of this targeted materials stream, Cascadia has designed and is conducting a series of curbside cart audits throughout the city to quantitatively estimate composition and contamination levels of three distinct substreams: single-family residential, multifamily residential and commercial organics. In 2012, Cascadia conducted the first in-depth evaluation of Seattle's organics stream, collecting, sorting, and weighing more than 20,000 pounds of organic material from single-family, multifamily, and business customers into 21 material categories. The report provided a clear picture of what materials were present in each organics substream and the contamination composition and percentages for each. In 2013, Cascadia is conducting more targeted investigation and analysis of the City's multifamily organics stream, comparing composition and contamination across geographic substreams. The resulting analysis will provide the City with a framework for developing strategic multifamily outreach and engagement programs.



Presentations to Schools and Other Community Organizations

Education for Schools

Allied is a well-known friend, supporter and partner to local schools in Clovis Unified Schools. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back to their families and become catalysts for promoting sustainable habits at home.

It's our goal to cover all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions, as well as empowering kids to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

Allied has proven to be a dedicated partner to local schools by training teachers, staff and students on proper sorting to increase diversion including food scrap recycling. We place significant emphasis on the importance of food waste as it represents the largest percentage of material that reaches our landfills.

Enroll and Involve the Entire School Community in Becoming Great Recyclers

The entire community will receive specialized education based on that particular group's role in promoting recycling. Additional outcomes include spillover behaviors, where students, faculty, and staff bring their newly learned recycling behaviors home, resulting in higher, sustainable diversion overall. Allied will engage school administrators, faculty, staff, and students in its efforts to conduct a successful recycling program. Allied will include the following elements when addressing the education and training needs of each community member.

1. Communication and Feedback

Allied will communicate the availability of its educational resources to each school's administrators through a variety of media prior to the opening of school each fall, and our recycling representative will follow up and respond to school/teacher requests for educational materials, resources, and presentations throughout the year. This is an area that Cascadia can also provide key insight and ideas for expanding recycling education in tandem with our recycling representative.

2. Logistical Training in an Educational Format

Allied will meet with administrators, faculty, facilities personnel, and parents (through PTA meetings and other means) initially and as needed to establish and provide training on internal materials capture systems. Allied will provide educational curriculum and program how-to information in a fun format—such as through story-telling, recycling relays, competitions, waste audits, and via video. Educational curriculum, activities, and presentations are geared toward grade level/age group.

3. Recycling Champions

Allied will work with all schools within the district to identify a recycling champion within each school who will act as the school's recycling coordinator to monitor faculty, staff, and administrators for optimal, proper recycling program participation, know of and utilize educational resources provided by Allied and other sources, and communicate recycling program results to students.

4. District Recycling Committee

Allied proposes that the school district recycling committee be comprised of the identified recycling champions named in Item 3, above, and headed by a District administrator and Allied's recycling representative. The recycling committee would meet according to need and District preference until recycling programs are functional in all schools.

5. Recycling Education

All educational materials will be provided in the primary languages represented in the student body of the District overall. Allied will provide the educational components enumerated throughout this section.





Our involvement with local schools goes beyond how we can help with environmental education, we also believe in supporting students at all levels. For example, Allied provides educational and safety programs at local schools featuring Recycling Rosie, Garbage Gus and Driver Mike. The presentation is interactive and features information on how to recycle and teaches children how to be safe around collection vehicles. Children receive a complementary coloring book that reinforces the safety messages. At the conclusion of the presentation, children are escorted out to the parking lot, where an Allied truck and driver are on hand so that children can sit in the cab, view the controls, and ask the driver questions.

We also propose to offer an annual recycling contest among local elementary schools – schools will be challenged to reduce waste, recycle more, and separate their food scraps for composting. Schools will compete for the greatest year-over-year diversion results (measured Fall through early Spring), and the winning school will be rewarded with an all-expenses paid recycling fair that will feature multiple activity stations including: recycled art projects, an opportunity to view the inside of a recycling collection truck, and products made from recycled materials.

In addition to provide a unique and comprehensive school outreach program, Allied plans to reach out to various community organizations such as the Chamber of Commerce, Rotary, business associations and other appropriate groups to provide detailed recycling outreach education and offer tools and support for successful programs.

It is important to note again that we have put forth a broad and diverse array of community outreach programs for all segments of the customer base and stakeholders. This has been done to provide the City of Clovis with some ideas on the programs that can be implemented if they desire. We are cognizant of the assets under the City's management and want to assure City staff that all of these programs will be done at a pace and timing that is appropriate to have them work in conjunction with the City's goals and objectives. Allied views all of these programs as complementary and additive to what the City is trying to achieve overall with their solid waste management programs. We believe that the goal of increased diversion and long range viability of City operated assets and operations can be achieved through mutual cooperation.

Public Events

Allied is known as a true leader in Clovis, not only because of our dedication to excellence in service, but because we are a proud community partner. We participate in numerous community events on an annual basis and propose to build on these existing efforts by partnering with Clovis to develop and launch a sustainability-themed outreach schedule for public events. The program would involve creating a family of "green" recycling-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals and concerts to highlight local environmental initiatives. Allied is more than willing to work with Clovis staff on publicity to increase awareness and foot traffic.

Allied will not only continue to provide service and assistance to community events, we will also work with event planners to bring additional value. This would include upfront planning for logistics detail, such as placement of containers, providing a full contingent of containers at each collection point with clear messaging to encourage recycling participation, clean up services, sponsorships, and educational materials. We see this as an opportunity to engage with the community to become even stronger and more vibrant. Clovis can count on Allied to be a true corporate citizen and community partner in greening the Clovis service area and educating residents and businesses every step of the way.

Please see Attachment 5 for letters regarding community recognition and community support.



In Partnership with the Community

Allied is committed to community service wherever we operate. Our current Community activities and partnerships in Clovis include (partial list):

- Clovis Chamber of Commerce
- Rotary Club of Clovis (Member, board of directors)
 - Speakers Committee
 - Interact liaison for Clovis North High School
 - Camp Royal Committee
 - Scholarship committee
- Clovis Botanical Gardens (Member, board of directors)
- Clovis Rodeo Parade
- MLK Breakfast Advantage
- Clovis Fest
- Miss Winkles Pet Adoption Center



Additionally, Allied will participate in any other Clovis special events (such as booths, displays, sponsorship, parade floats), farmers' markets, and other events as specified in the franchise agreement.



Additional Community Events and Support

Allied recognizes the need and desire of the Clovis to enhance and improve the quality of life for its residents and businesses. Below we've proposed several additional service enhancements for the City to consider as value-added services.



We're Looking Out for You



Allied drivers also are trained and work with public safety officials to ensure our communities stay safe. We will implement our We're Looking Out for You neighborhood watch program with local law enforcement upon request. This program employs the visibility of our drivers who are in the community on a daily basis to assist law enforcement officials in identifying and reporting suspicious behavior through our dispatch department. The program has also allowed our drivers to identify situations

where they can assist in public safety and assistance to the public during extreme weather events. Because of the community service our drivers have provided through this program, Waste Age News, a nationally-distributed industry publication, featured our We're Looking Out for You program to promote all the good it does in the areas we serve.

Communication materials are already prepared for this program, and examples are shown below.

REPUBLIC SERVICES
WE'RE LOOKING OUT FOR YOU

Introduction

At Republic Services, Inc. we proudly state that as part of our mission, "we will work to exceed our Customers' highest expectations." Therefore, it is with great pride and pleasure that we launch a value-added service that improves the security of our neighborhood and ensures the quality of life that all of our families enjoy.

The "We're Looking Out For You" Program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. Drivers willing to implement the program will have their communities benefit from the attached guideline and use the enclosed tools to communicate with elected officials, customers, and members of the general public.

As involved members of the community we serve, we take our role seriously. In addition to providing residents with first-class waste services, our "We're Looking Out For You" Program proves our solid commitment to you and our community.

REPUBLIC SERVICES
WE'RE LOOKING OUT FOR YOU

Program Checklist

The following is an implementation checklist for our "We're Looking Out For You" Program:

- ✓ Review information packet.
- ✓ Contact local law enforcement and emergency management personnel.
- ✓ Train drivers, dispatchers and all other Republic employee program participants.
- ✓ Send letter to elected officials.
- ✓ Issue news release to local media.
- ✓ Give PowerPoint presentation to local community groups as appropriate.
- ✓ Celebrate successes.
- ✓ Provide pressable articles to local papers.

Program Materials

The following materials have been developed to support your implementation of the "We're Looking Out For You" Program:

- Frequently Asked Questions - a listing of "We're Looking Out For You" Program FAQs and answers
- Sample letters to existing and potential municipal customers explaining "We're Looking Out For You" Program.
- Sample News Release to promote the "We're Looking Out For You" Program.
- Sample PowerPoint presentation that can be adapted.

REPUBLIC SERVICES "We're Looking Out For You" PROGRAM
Sample Letter to:

POTENTIAL CUSTOMER

This letter explains the "We're Looking Out For You" Program. This letter should be sent to elected officials in municipalities that we are actively pursuing business opportunities. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place letter on company letterhead.

Date _____
Address _____
Address _____
Address _____

Dear _____:

We at Republic Services (or the name of the local Republic division) care about the communities we serve. Because many of our employees and their families live, shop, play and work in these communities, the relationships we have with that community run much deeper than "just business."

Therefore, it is with great pride that we have implemented an initiative designed to improve neighborhood safety and enhance the quality of life that we all enjoy.

The "We're Looking Out For You" program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communications system or cell phone, the dispatcher will in turn notify the proper authorities of the location and circumstance.

We are involved members of the community that we serve and take our business leader role seriously. In addition to providing quality waste management services, we look forward to working with you in the very near future to implement our "We're Looking Out For You" Program.

Should you have any questions about our services or our program, please do not hesitate to contact me directly.

Warm regards,
Name of Republic Representative _____
Title _____

REPUBLIC SERVICES "We're Looking Out For You" PROGRAM
Sample Letter to:

EXISTING CUSTOMERS

This letter explains the "We're Looking Out For You" Program. This letter should be sent to elected officials approximately 2 to 4 weeks prior to implementing the program in a municipality. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place letter on company letterhead.

Date _____
Address _____
Address _____
Address _____

Dear _____:

We at Republic Services care about our community. Yes, we are business partners, but our relationship runs much deeper. Our employees and their families live, shop, play and work in the community.

Therefore, it is with great pride and pleasure that we launch a value-added service to improve the security of our neighborhood and ensure the quality of life that all of our families enjoy.

The "We're Looking Out For You" Program is a crime prevention and safety enforcement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communications system or cell phone, the dispatcher will in turn notify the proper authorities of the location and circumstance.

We are involved members of the community and take our role seriously. In addition to providing you with first-class waste management services, our "We're Looking Out For You" Program proves our solid commitment to you and to our community.

Should you have any questions about our new program or require additional information, please do not hesitate to contact me directly.

Warm regards,
Name of Republic Representative _____
Title _____



REPUBLIC SERVICES, INC. "We're Looking Out For You" PROGRAM
 (NAME OF CITY)

POTENTIAL CUSTOMER

This letter explains the "We're Looking Out For You" Program. The letter should be sent to elected officials in municipalities that we are actively pursuing business opportunities. Please edit the letter accordingly. Take special care to ensure the proper spelling of names. Place their city or company letterhead.

Date _____
 Address _____
 Address _____
 Address _____

Dear _____:

We at Republic Services (or the name of the local Republic division) care about the communities we serve. Because many of our employees and their families live, sleep, play and work in these communities, the relationships we have with that community are much more than "just business."

Therefore, it was with great pride that we have implemented an initiative designed to improve neighborhood safety and advance the quality of life that we all enjoy.

The "We're Looking Out For You" program is a crime prevention and safety enhancement initiative that entails the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety.

Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert eyes and ears in our community. They have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If a Republic dispatcher receives an emergency call from a driver, through our two-way radio communication system or cell phone, the dispatcher will in turn notify the proper authorities of the location and circumstance.

We are involved members of the communities that we serve and take our business leaders role seriously. In addition to providing quality waste management services, we look forward to working with you in the very near future to implement our "We're Looking Out For You" Program.

Should you have any questions about our services or our program, please do not hesitate to contact me directly.

Warm regards,
 Name of Republic Representative _____
 Title _____





(TO BE ISSUED BY PHOENIX COMMUNICATIONS OFFICE)
 FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 Peg Malloy (952) 627-2857

REPUBLIC SERVICES, INC. LAUNCHES
"WE'RE LOOKING OUT FOR YOU"
 COMMUNITY WATCH PROGRAM

PHOENIX - (State) - Republic Services, Inc. (NYSE: RSG) today announced a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services CEO Joe O'Connor. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

O'Connor added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.





FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 (ADD GM's name and number here)

REPUBLIC SERVICES, INC. HONORS LOCAL HERO

Recognition part of Company's "We're Looking Out for You" Program

(NAME OF CITY, (State)) - Republic Services, Inc. today announced that _____ was being honored for (add information on who, where, what when the honor act took place)

The recognition follows the implementation of a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services General Manager _____. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

(Name of General Manager) added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.





FOR IMMEDIATE RELEASE

REPUBLIC CONTACT:
 (ADD GM's name and number here)

REPUBLIC SERVICES, INC. HONORS LOCAL HERO

Recognition part of Company's "We're Looking Out for You" Program

(NAME OF CITY, (State)) - Republic Services, Inc. today announced that _____ was being honored for (add information on who, where, what when the honor act took place)

The recognition follows the implementation of a community watch project named "We're Looking Out For You." This program is a crime prevention and safety enhancement initiative that entails the active participation of Republic Services employees to reduce crime and maintain neighborhood safety.

"We take our role as community involved business leaders very seriously," said Republic Services General Manager _____. "Because many of our employees and their families also live, sleep and play in the communities in which we serve, business isn't just business for us."

Republic Services drivers, dispatchers and supervisors have been trained to observe and report any suspicious events, crimes in progress, traffic accidents and other emergency situations. If necessary, the drivers will utilize our existing two-way radio communication systems to alert dispatch of any unusual circumstances. The dispatcher will then notify the proper authorities of the location and incident.

(Name of General Manager) added, "Although our drivers routinely assist community members - from actual life-saving interventions to calling tow trucks for stranded motorists - this is a formal program to promote and unify these efforts. We are proud to do our part to contribute to safer neighborhoods across America."

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.




Household Battery & Cell Phone Collection: Allied will collect household batteries and cell phones placed on top of the recycling cart in customer provided clear zip-lock or tie-close plastic bags. Allied collection personnel will take the bag at the point of. Acceptable batteries for collection include:

- Batteries that bear the three (3) chasing arrows or a comparable recycling symbol
- Nickel-cadmium batteries labeled “nickel-cadmium” or “Ni-Cad,” with the phrase “Battery Must Be Recycled Or Disposed Of Properly.”
- Regulated lead-acid batteries labeled “Pb” or with words “Lead, Return, and “Recycle” and if the regulated batteries are sealed, the phrase “Battery Must Be Recycled.”
- Rechargeable consumer products containing non-removable Ni-Cad batteries must be labeled with the phrase “Contains Nickel-Cadmium Battery. Battery Must Be Recycled Or Disposed of Properly.”
- Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with the phrase “Contains Sealed Lead Battery, Battery Must Be Recycled.”



Annual Compost Giveaway:

There is no better way to close the environmental loop than to provide residents with the compost their yard waste and food scraps create. Republic is proposing to provide one (1) free Annual Compost Giveaway Event to residents of Clovis where each household can claim up to three (3) yards of compost. Residents provide their own container for transport of loose compost.

City-wide Garage Sales and Donations: Everyone has items they no longer want and we all know there is someone, somewhere who can probably use it. A city-wide Garage Sale Day offers residents an opportunity to host garage sales. Allied will provide a website for residents to sign up if they want to participate. They can include what types of items will be available based on the site's categories as well as post photographs. Sellers will have the option of hosting a sale both Saturday and Sunday when they register their sale online. Yard sale participants are responsible for their own advertising and signage the day of the sale. Yard sale attendees will be able to go to the site, select the type of items they are looking for and the site will map all the locations in a printable format. For an example, please go to www.antiochyardsales.com.



EXHIBIT 7:
MONTHLY ACTIVE CUSTOMER COUNT

Monthly Active Customer Count

Clovis Residential Recycle										
Date From	Date To	Residential Units Collected	Multi-Family Toters Serviced	Residual Trash	Fiber Newspaper OCC	Plastic Glass Tin	Aluminum	Total Tons Collected	Oil	Sharps
TOTALS										

Clovis Residential Green Waste			
Date From	Date To	Residential Units Serviced	Total Green Waste Tons Collected

Clovis Business Recycle										
Date From	Date To	Business Units Collected	Business Toters Serviced	Residual Trash	Fiber Newspaper OCC	Plastic Glass Tin	Aluminum	Total Tons Collected	Oil	Sharps
TOTALS										

Clovis Business Green Waste			
Date From	Date To	Business Units Serviced	Total Green Waste Tons Collected